

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

EP ENERGY CORPORATION , *et al.*,¹

Debtors.

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Chapter 11

Case No. 19-35654 (MI)

(Jointly Administered)

**APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS
FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND
RETENTION OF ALIXPARTNERS, LLP AS ITS
FINANCIAL ADVISOR *NUNC PRO TUNC* TO OCTOBER 26, 2019**

THIS APPLICATION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE APPLICATION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE APPLICATION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE APPLICATION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE APPLICATION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

The Official Committee of Unsecured Creditors (the “Committee”) of EP Energy Corporation, *et al.* (the “Debtors”), appointed pursuant to sections 1102 of title 11 of the United States Code (the “Bankruptcy Code”) hereby submits this application (the “Application”) for the entry of an order pursuant to sections 328(a) and 1103 of the Bankruptcy Code, Rules 2014(a)

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are, as applicable: EP Energy Corporation (2728), EPE Acquisition, LLC (5855), EP Energy LLC (1021), Everest Acquisition Finance Inc. (0996), EP Energy Global LLC (7534), EP Energy Management, L.L.C. (5013), EP Energy Resale Company, L.L.C. (9561), and EP Energy E&P Company, L.P. (7092). The Debtors’ primary mailing address is 1001 Louisiana Street, Houston, TX 77002.

and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of Texas, Houston Division (the “Local Rules”), authorizing the Committee to retain and employ AlixPartners, LLP (“AlixPartners”) as its financial advisor, *nunc pro tunc* to October 26, 2019. In support of this Application, the Committee has filed the declaration of David MacGreevey (the “MacGreevey Declaration”) attached hereto as **Exhibit B**, and respectfully represents as follows:

JURISDICTION

1. The United States Bankruptcy Court for the Southern District of Texas, Houston Division has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding under 28 U.S.C. § 157. Venue is proper in this district under 28 U.S.C. §§ 1408 and 1409.

2. The bases for the relief requested herein are Sections 328(a) and 1103(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Rules 2014-1 and 2016-1 of the Local Rules of the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Local Rules”), and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the “Complex Case Procedures”).

FACTUAL BACKGROUND

3. On October 3, 2019 (the “Petition Date”), the Debtors commenced their chapter 11 cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are authorized to continue operating their businesses and managing their properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been requested or appointed in the Debtors’ chapter 11 cases.

4. On October 21, 2019, pursuant to Bankruptcy Code section 1102(a) and 1102(b)(1), the United States Trustee for the Southern District of Texas, Houston Division (the “U.S. Trustee”) appointed the Committee [Docket No. 200]. The Committee currently comprises the following four (4) members: (i) Wilmington Trust, N.A.; (ii) Wilmington Savings Fund Society, FSB; (iii) Rene R. Barrientos, Ltd.; and (iv) Antora Peak Capital Management LP. On or about October 24, 2019, the Committee selected Stroock & Stroock & Lavan LLP to serve as its counsel, Polsinelli PC (“Polsinelli”) to serve as its local Texas counsel, and Pachulski Stang Ziehl & Jones LLP (“Pachulski”) to serve as its conflicts counsel. On October 25, 2019, the Committee selected Jefferies to serve as its investment banker. On October 26, 2019 (the “Retention Date”), the Committee selected AlixPartners to serve as its financial advisor, effective as of the Retention Date. Each of the proposed retentions is subject to Court approval. The Committee also appointed Wilmington Savings Fund Society, FSB to serve as the Chair of the Committee.

5. The engagement letter (the “Engagement Letter”) providing the terms and conditions of the Committee’s proposed retention of AlixPartners, *nunc pro tunc* to the Retention Date, is attached hereto as **Exhibit C**.

RELIEF REQUESTED

6. By this Application, the Committee seeks the entry of the proposed order (the “Proposed Order”) attached hereto as **Exhibit A**, authorizing and approving the retention and employment of AlixPartners as its financial advisor, pursuant to sections 328 and 1103 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, and in

accordance with the terms and conditions set forth in this Application, the Engagement Letter and the Proposed Order, effective as of the Retention Date.

7. Section 328(a) of the Bankruptcy Code empowers a committee appointed under section 1102 of the Bankruptcy Code, with the Court's approval, to employ professionals on any reasonable terms and conditions of employment to perform services for the Committee in the discharge of such Committee's duties.

ALIXPARTNERS' QUALIFICATIONS

8. AlixPartners is an internationally recognized restructuring and turnaround firm that has a wealth of experience in providing financial advisory services and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States.

9. AlixPartners is well qualified to serve as a financial advisor to the Committee. AlixPartners has assisted, advised, and provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases of similar size and complexity to the Debtors' chapter 11 cases. Its professionals have provided restructuring, financial advisory or crisis management services in numerous large cases, including recent filings in this district and others. See, e.g., *In re Barneys New York, Inc.*, Case No. 19-36300 (CGM) (Bankr. S.D.N.Y. Oct. 30, 2019); *In re Sheridan Holding Company II, LLC*, Case No. 19-25198 (MI) (Bankr. S.D. Tex. Oct. 21, 2019); *In re Alta Mesa Resources, Inc.*, Case No. 19-35133 (MI) (Bankr. S.D. Tex. Oct. 8, 2019); *In re Jack Cooper Ventures, Inc.*, Case No. 19-62393 (PWB) (Bankr. N.D. Ga. Aug. 30, 2019); *In re Fusion Connect, Inc.*, Case No. 19-11811 (SMB) (Bankr. S.D.N.Y. Aug. 5, 2019); *In re Windstream Holdings, Inc.*, Case No. 19-22312

(RDD) (Bankr. S.D.N.Y. May 16, 2019); *In re Fullbeauty Brands Holdings Corp.*, Case No. 19-22185 (RDD) (Bankr. S.D.N.Y. March 8, 2019); *In re Ditech Holding Corporation*, Case No. 19-10412 (JLG) (Bankr. S.D.N.Y. March 25, 2019); *In re Trident Holding Corporation LLC*, Case No. 19-10384 (SHL) (Bankr. S.D.N.Y. Mar. 29, 2019); *In re Aegean Marine Petroleum Network Inc.*, Case No. 18-13374 (MEW) (Bankr. S.D.N.Y. Jan. 17, 2019); *In re Dynamic International Airways, LLC*, Case No. 17-10814 (CRA) (Bankr. M.D.N.C. Oct. 16, 2017); *In re CGG Holdings (U.S.) Inc.*, Case No. 17-11637 (MG) (Bankr. S.D.N.Y. July 14, 2017); *In re Westinghouse Electric Company, LLC*, Case No. 17-10751 (MEW) (Bankr. S.D.N.Y. June 6, 2017); *In re BCBG Max Azria Global Holdings*, Case No. 17-10466 (SCC) (Bankr. S.D.N.Y. Mar. 29, 2017); *In re Ultrapetrol (Bahamas) Limited*, Case No. 17-22168 (RDD) (Bankr. S.D.N.Y. Mar. 7, 2017); *In re Memorial Production Partners, LLP*, Case No. 17-30262 (MI) (Bankr. S.D. Tex. Feb. 27, 2017); *In re Primorsk International Shipping Limited*, Case No. 16-10073 (MG) (Bankr. S.D.N.Y. Feb. 18, 2016); *In re SH130 Concession Company, LLC*, Case No. 16-10262 (TMD) (Bank. W.D. Tex. Apr. 14, 2016); *In re C&J Energy Services*, Case No. 16-33590 (DRJ) (Bankr. S.D. Tex. Sept. 2, 2016); *In re Linn Energy*, Case No. 16-60040 (DRJ) (Bankr. S.D. Tex. June 27, 2016); *In re PAMCO Corp.*, Case No. 14-33944 (HDH) (Bankr. N.D. Tex. Nov. 13, 2014); *In re TMT Procurement Corp.*, Case No. 13-33763 (MI) (Bankr. S.D. Tex. Aug. 28, 2013); *In re ASARCO, LLC*, Case No. 05-21207 (RSS) (Bankr. S.D. Tex. Jan. 7, 2008); *In re Logix Commc'ns, Corp.*, Case No. 02-32105 (KKB) (Bankr. S.D. Tex. May 29, 2002).

10. The Committee requires the services of a qualified financial advisor to provide financial advisory and bankruptcy consulting services, as further detailed below. The Committee is familiar with the professional standing and reputation of AlixPartners. The Committee understands and recognizes that AlixPartners has a wealth of experience in providing financial

advisory services in restructurings and reorganizations across the United States and has exemplary qualifications to perform the services required by the Committee in these cases. AlixPartners is able to represent the Committee in a cost-effective, efficient and timely manner and has been performing such services since the Retention Date.

ALIXPARTNERS' DISINTERESTEDNESS

11. To the best of the Committee's knowledge, information, and belief and except to the extent disclosed herein and in the MacGreevey Declaration, AlixPartners: (a) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code; (b) has no connection with the Debtors, their creditors, or other parties in interest, or the attorneys or accountants of the foregoing, or the U.S. Trustee or any person employed in the Office of the U.S. Trustee; and (c) does not hold any interest adverse to the Committee.

12. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of AlixPartners' retention are discovered or arise, the Committee is advised that AlixPartners will use reasonable efforts to file promptly a supplemental declaration.

SCOPE OF SERVICES

16. AlixPartners has begun to provide assistance to the Committee in accordance with the terms and conditions set forth in the MacGreevey Declaration and in the Engagement Letter.

17. It is presently anticipated that AlixPartners will provide advice to and assist the Committee in evaluating and implementing strategic and tactical options through the bankruptcy and restructuring process. A general list of tasks AlixPartners may perform, without limitation, is as follows:

- Review and evaluate the Debtors' current financial condition, business plans and cash and financial forecasts, and periodically report to the Committee regarding the same.
- Review the Debtors' cash management, tax sharing and intercompany accounting systems, practices and procedures.
- Review and investigate: (i) related party transactions, including those between the Debtors and non-debtor subsidiaries and affiliates (including, but not limited to, shared services expenses and tax allocations) and (ii) selected other pre-petition transactions.
- Identify and/or review potential preference payments, fraudulent conveyances and other causes of action that the various Debtors' estates may hold against third parties, including each other.
- Analyze the Debtors' assets and claims, and assess potential recoveries to the various creditor constituencies under different scenarios, in coordination with the Committee's investment banker.
- Support the Committee's investment banker's evaluation of proposed asset sales, as required.
- Assist in the development and/or review of the Debtors' plan of reorganization and disclosure statement.
- Review and evaluate court motions filed or to be filed by the Debtors or any other parties-in-interest, as appropriate.
- Render expert testimony and litigation support services, including e-discovery services, as requested from time to time by the Committee and its counsel, regarding any of the matters to which AlixPartners is providing services.
- Attend Committee meetings and court hearings as may be required in the role of advisors to the Committee.
- Assist with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

18. The Committee believes that if this Court approves the employment of AlixPartners and Jefferies, these firms will allocate their delivery of services to the Committee so as to avoid any unnecessary duplication of services. The Committee has discussed with AlixPartners and Jefferies the appropriate and efficient methods for the allocation of services and

responsibilities between the firms and its other professionals. AlixPartners' focus will be advising the Committee with respect to the Debtors' operational performance (including evaluating the Debtors' budgets, forecasts, financial statements, and business plans), analyzing the Debtors' assets and liabilities (including the Debtors' Schedules and Statements of Financial Affairs, when filed), assisting the Committee's professionals with the lien and asset review, and identifying unencumbered assets, including potential avoidance actions and other claims and causes of action that may belong to the Debtors' estates for the benefit of general unsecured creditors. Jefferies' focus will be advising the Committee with respect to, *inter alia*, analyzing the Debtors' capital structure, evaluating the Debtors' business plan, providing a valuation analysis of the Debtors' businesses, evaluating proposed or alternative financings, and evaluating proposed or alternative plan proposals and structures. Ultimately, AlixPartners and Jefferies recognize the difficulty in predicting how these complex chapter 11 cases will proceed. As such, they will undertake to coordinate their services to the Committee to avoid or minimize unnecessary duplication of services. The Committee firmly believes that considering the size and complexity of this case and the various interests involved, representation of the Committee by AlixPartners and Jefferies is necessary and in the best interests of the Committee.

19. AlixPartners' decision to accept this engagement to advise and assist the Committee is contingent upon its ability to be retained in accordance with the terms and conditions of employment set forth in the Engagement Letter, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices, including any indemnification provisions outlined in the Engagement Letter, as modified by the Proposed Order to comply with the practices and requirements of this Court.

TERMS OF RETENTION AND COMPENSATION

20. AlixPartners is not owed any amounts with respect to prepetition fees and expenses in connection with these cases.

21. The MacGreevey Declaration and the Engagement Letter set forth the terms and conditions of AlixPartners' employment, its staffing and approach, and its billing practices. AlixPartners has requested that the Committee seek this Court's approval of such matters with the filing of this Application.

22. AlixPartners charges fees based on actual hours expended to perform its services at standard hourly rates established for each employee, as adjusted annually. It is the customary practice of AlixPartners to bill clients for travel time consistent with guidelines of the jurisdiction. For this jurisdiction, therefore, AlixPartners will apply a 50% discount rate to non-working travel time billed. Fees reflect economies resulting from the use of paraprofessional and support personnel to develop schedules and analyses, input computer data, perform research, work on fee applications, and other activities necessary to the efficient administration of a case. Billing rates are generally representative of prevailing market rates, as awarded by other courts in similar circumstances, based on the customary compensation charged by comparably skilled practitioners in bankruptcy and non-bankruptcy engagements. Subject to this Court's approval, and as described in the MacGreevey Declaration and Engagement Letter, the Committee requests that AlixPartners be entitled to receive compensation at its normal hourly rates.

23. AlixPartners will also maintain records in support of any fees (in 1/10th of an hour increments), costs, and expenses incurred in connection with services rendered in these chapter 11 cases. Records will be arranged by category and nature of the services rendered and

will include reasonably detailed descriptions of those services provided on behalf of the Committee.

24. AlixPartners does not seek a success fee in connection with this engagement.

25. AlixPartners' current standard hourly rates for 2019, subject to periodic adjustments, are as follows:

Title	Hourly Rate
Managing Director	\$990 – \$1,165
Director	\$775 – \$945
Senior Vice President	\$615 – \$725
Vice President	\$440 – \$600
Consultant	\$160 – \$435
Paraprofessional	\$285 – \$305

26. AlixPartners reviews and revises its billing rates on January 1 of each year. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates became effective.

27. In addition to compensation for professional services rendered by AlixPartners' personnel, AlixPartners will seek reimbursement for reasonable and necessary expenses incurred in connection with these chapter 11 cases, including transportation costs, lodging, and meals. Expenses will be billed at actual cost.

28. To the extent AlixPartners requires services of its international divisions or personnel from specialized practices, the standard hourly rates for that international division or specialized practice will apply.

29. To the extent AlixPartners uses the services of independent contractors (the “Contractors”) in these chapter 11 cases, AlixPartners shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that AlixPartners pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to the same conflict checks as required for AlixPartners; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

30. AlixPartners intends to apply to the Court for allowance of compensation and reimbursement of expenses, including on a monthly, interim and final basis, pursuant to section 330 of the Bankruptcy Code, Bankruptcy Rule 2016, Local Rule 2016-1, any interim compensation procedures order entered by the Court, and any other applicable orders of the Court or provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

31. None of Stroock, Polsinelli, Pachulski, Jefferies, the members of the Committee, nor any of their agents are or shall be responsible for the payment of AlixPartners’ fees and costs arising out of the engagement described and referenced herein, regardless of whether or not AlixPartners is paid in full from the Debtors’ estates.

32. AlixPartners negotiated the terms and conditions of the Engagement Letter at arm’s length and in good faith. Notwithstanding anything to the contrary in the Engagement Letter, AlixPartners has agreed to certain modifications to its standard indemnification and limitations on liability provisions as reflected in the Proposed Order attached hereto as **Exhibit A**. The Committee and AlixPartners believe that the indemnification language proposed therein complies with this Court’s requirements for similar engagements of other professionals in these chapter 11 cases. AlixPartners has been retained with similar or more expanded indemnification language in other representations in this district and other jurisdictions.

NOTICE

33. Notice of this Application will be provided to (i) the Office of the United States Trustee for the Southern District of Texas; (ii) the holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (iii) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (iv) any other party entitled to notice pursuant to Local Rule 9013-1(b).

NO PRIOR REQUEST

34. No previous application for the relief requested herein has been made to this or any other Court.

CONCLUSION

WHEREFORE, the Committee respectfully requests that the Court enter an order substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein as well as such other and further relief as the Court deems just and proper.

Dated: November 22, 2019

Respectfully submitted,

THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF EP ENERGY CORPORATION,
et al., by its Chair

Wilmington Savings Fund Society, FSB

By: /s/ Patrick J. Healy

Name: Patrick J. Healy

Title: Senior Vice President and Director of
Global Bankruptcy, Debt and Agency
Services

Certificate of Service

I, Patrick J. Healy, do hereby certify that on November 22, 2019, this *APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR AUTHORIZATION TO RETAIN AND EMPLOY ALIXPARTNERS, LLP AS ITS FINANCIAL ADVISOR NUNC PRO TUNC TO OCTOBER 26, 2019* was served on all parties entitled to service under the Court's ECF system.

/s/ Patrick J. Healy

By: Patrick J. Healy

Exhibit A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

<p>In re:</p> <p>EP ENERGY CORPORATION , <i>et al.</i>,¹</p> <p style="text-align: center;">Debtors.</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>Chapter 11</p> <p>Case No. 19-35654 (MI)</p> <p>(Jointly Administered)</p>
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**ORDER AUTHORIZING THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS TO EMPLOY AND RETAIN ALIXPARTNERS, LLP AS ITS FINANCIAL
ADVISOR *NUNC PRO TUNC* TO OCTOBER 26, 2019**

Upon the application (the “Application”) of the Official Committee of Unsecured Creditors (the “Committee”)² appointed in the chapter 11 cases of the above-captioned debtors and debtors-in-possession (the “Debtors”) for entry of an order (the “Order”), pursuant to sections 328(a) and 1103 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of Texas, Houston Division (the “Local Rules”), authorizing the Committee to employ and retain AlixPartners, LLP (“AlixPartners” or the “Firm”) as the Committee’s financial advisor, *nunc pro tunc* to October 26, 2019; and upon the Declaration of David MacGreevey (the “MacGreevey Declaration”), which is annexed to the Application; and it appearing that this Court has

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are, as applicable: EP Energy Corporation (2728), EPE Acquisition, LLC (5855), EP Energy LLC (1021), Everest Acquisition Finance Inc. (0996), EP Energy Global LLC (7534), EP Energy Management, L.L.C. (5013), EP Energy Resale Company, L.L.C. (9561), and EP Energy E&P Company, L.P. (7092). The Debtors’ primary mailing address is 1001 Louisiana Street, Houston, TX 77002.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of this case and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and due and proper notice of the Application having been provided, and it appearing that no other or further notice need be provided; and it appearing that AlixPartners is “disinterested” and eligible for retention pursuant to sections 101(14) and 328 of the Bankruptcy Code, the terms of the engagement pursuant to the Engagement Letter and as modified herein, are reasonable and appropriate and this Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors and other parties-in-interest; and after due deliberation, and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Application is APPROVED solely to the extent set forth herein.
2. In accordance with sections 328(a) and 1103 of the Bankruptcy Code, the Committee is authorized to employ and retain AlixPartners as its financial advisor in connection with these chapter 11 cases *nunc pro tunc* to October 26, 2019, under the terms and for the purposes set forth and as requested in the Application, the MacGreevey Declaration and the Engagement Letter, as modified herein.
3. AlixPartners is authorized to perform the services enumerated in the Application, the MacGreevey Declaration and the Engagement Letter. The terms of the Engagement Letter are approved, and the Debtors shall be bound by such terms. AlixPartners shall be compensated for the services identified in the Application, the MacGreevey Declaration and the Engagement Letter and reimbursed for out-of-pocket expenses incurred in connection with such services, pursuant to section 328(a) of the Bankruptcy Code.

4. AlixPartners' fees for services will be based on AlixPartners' standard hourly rates, plus reasonable and necessary expenses, as set forth in the Application, the MacGreevey Declaration and the Engagement Letter. AlixPartners shall be compensated in accordance with and will file reports of compensation earned and expenses incurred on a monthly basis (the "Monthly Statements"), as well as interim and final fee applications for allowance of its compensation and expenses in accordance with the *United States Trustee Fee Guidelines* (the "Fee Guidelines") and any applicable orders and procedures of this Court, and shall be subject to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the local guidelines.

5. Notwithstanding anything to the contrary in the Engagement Letter, the Application or the MacGreevey Declaration, the Debtors are authorized to indemnify and hold harmless AlixPartners and its affiliates, their respective directors, officers, agents, employees and controlling persons, and each of their respective successors and assigns (collectively, the "Indemnified Persons"), subject to the following conditions:

- a. Subject to the provisions of subparagraphs (b) and (c) below, the Debtors are authorized to indemnify, and to provide contribution and reimbursement to, and shall indemnify, and provide contribution and reimbursement to, the Indemnified Persons in accordance with the Engagement Letter for any claim arising from, related to, or in connection with the services provided for in the Engagement Letter; and
- b. Notwithstanding subparagraph (a) above or any provisions of the Engagement Letter to the contrary, the Debtors shall have no obligation to indemnify AlixPartners or provide contribution or reimbursement to AlixPartners (i) for any claim or expense that is judicially determined (the determination having become final) to have arisen from AlixPartners' bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct, (ii) for a contractual dispute in which the Debtors allege the breach of AlixPartners' contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) for any claim or expense that is settled prior to a

judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (c) *infra*, to be a claim or expense for which AlixPartners should not receive indemnity, contribution or reimbursement under the terms of the AlixPartners Engagement Letter, as modified by this Order; and

- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these Chapter 11 Cases, AlixPartners believes that it is entitled to the payment of any amounts by the Debtors on account of the indemnification, contribution and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation the advancement of defense costs, AlixPartners must file an application therefor in this Court, and the Debtors may not pay any such amounts to AlixPartners before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by AlixPartners for indemnification, contribution, or reimbursement, and not to limit the duration of the Debtors' obligation to indemnify AlixPartners.

6. Notwithstanding anything to the contrary in the Engagement Letter, AlixPartners' liability, including but not limited to lost profits, consequential, indirect, punitive, exemplary or special damages, arising in tort, contract or otherwise, shall not be limited in the case of AlixPartners' own willful misconduct, gross negligence, breach of fiduciary duty, self-dealing and/or bad faith.

7. The liability cap outlined by Section 10 of the General Terms and Conditions in the Engagement Letter is hereby eliminated for the duration of these chapter 11 cases.

8. In the event that, during the pendency of these chapter 11 cases, AlixPartners requests reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in AlixPartners' fee applications, and such invoices and time records shall be in compliance with Local Bankruptcy Rule 2016-1 and the U.S.

Trustee Guidelines and approval of the Court under the standards of section 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 1103 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

9. Notwithstanding anything in the Application or the Engagement Letter to the contrary, AlixPartners shall (i) to the extent that AlixPartners uses the services of independent contractors, subcontractors or employees of foreign affiliates or subsidiaries (collectively, the “Contractors”) in these cases, AlixPartners shall pass-through the cost of such Contractors to the Debtors at the same rate that AlixPartners pays the Contractors, (ii) seek reimbursement for actual costs only, (iii) ensure that the Contractors are subject to the same conflict checks as required for AlixPartners, and (iv) file with the Court such disclosures required by Bankruptcy Rule 2014.

10. Notwithstanding anything to the contrary in the Application, Engagement Letter or the MacGreevy Declaration, to the extent the Committee wishes to expand the scope of AlixPartners’ services beyond those services set forth in the Engagement Letter or this Order, the Committee shall be required to seek further approval from this Court. The Committee shall file notice of any proposed additional services and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, the Debtors, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within 21 days of the Committee filing such notice, the additional services and any underlying engagement agreement may be approved by the Court by further order without further notice or hearing.

11. The Committee and AlixPartners are authorized and empowered to take all necessary actions to implement the relief granted in this Order.

12. This Court shall retain jurisdiction with respect to all matters arising from or related to this Order or AlixPartners' services for the Committee.

13. AlixPartners shall use reasonable efforts to avoid any duplication of services provided by any of the other retained professionals in these chapter 11 cases.

14. To the extent there is an inconsistency between this Order, the Engagement Letter and the Application, the terms of this Order shall govern.

15. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

Dated: _____, 2019

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

MacGreevey Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: EP ENERGY CORPORATION , <i>et al.</i> , ¹ Debtors.	§ § § § § § §	Chapter 11 Case No. 19-35654 (MI) (Jointly Administered)
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**DECLARATION OF DAVID MACGREEVEY IN SUPPORT OF THE
APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF ALIXPARTNERS, LLP AS ITS FINANCIAL ADVISOR
NUNC PRO TUNC TO OCTOBER 26, 2019**

Under 28 U.S.C. § 1746, I, David MacGreevey, declare as follows under the penalty of perjury:

1. I am a managing director of AlixPartners, LLP (“AlixPartners” or the “Firm”), which has a principal place of business at 909 Third Avenue, Floor 30, New York, New York 10022. Except as otherwise noted,² I have personal knowledge of the matters set forth herein. If called and sworn as a witness, I could, and would, testify competently to the matters set forth herein.

2. This Declaration is being submitted in support of the application (the “Application”)³ filed in connection with the proposed retention of AlixPartners as financial

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are, as applicable: EP Energy Corporation (2728), EPE Acquisition, LLC (5855), EP Energy LLC (1021), Everest Acquisition Finance Inc. (0996), EP Energy Global LLC (7534), EP Energy Management, L.L.C. (5013), EP Energy Resale Company, L.L.C. (9561), and EP Energy E&P Company, L.P. (7092). The Debtors’ primary mailing address is 1001 Louisiana Street, Houston, TX 77002.

² Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at AlixPartners and are based on information provided by them.

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

advisor for the Official Committee of the Unsecured Creditors (the “Committee”) appointed in the chapter 11 cases of EP Energy Corporation., *et al.* (the “Debtors”).

3. No previous application for the relief requested herein has been made to this or any other Court.

4. On October 21, 2019, pursuant to Bankruptcy Code section 1102, the United States Trustee for the Southern District of Texas, Houston Division (the “U.S. Trustee”) appointed the Committee, and on October 26, 2019, the Committee selected AlixPartners as its financial advisor with respect to the Debtors’ chapter 11 cases, subject to Court approval.

5. AlixPartners was requested to and began immediately to provide assistance to the Committee as of October 26, 2019.

6. AlixPartners has begun to provide assistance, as agreed, to the Committee in accordance with the terms and conditions set forth in this Declaration, the Application, and the Engagement Letter, which is appended to the Application as **Exhibit C** and is incorporated herein by reference.

ALIXPARTNERS’ QUALIFICATIONS

7. AlixPartners is an internationally recognized restructuring and turnaround firm that has a wealth of experience in providing financial advisory services and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States.

8. AlixPartners is well qualified to serve as a financial advisor to the Committee. AlixPartners has assisted, advised, and provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases of similar size and complexity to the Debtors’ chapter 11 cases. Its professionals have provided restructuring, financial advisory or crisis management services in numerous large cases, including recent

filings in this district and others. See, e.g. *In re Barneys New York, Inc.*, Case No. 19-36300 (CGM) (Bankr. S.D.N.Y. Oct. 30, 2019); *In re Sheridan Holding Company II, LLC*, Case No. 19-25198 (MI) (Bankr. S.D. Tex. Oct. 21, 2019); *In re Alta Mesa Resources, Inc.*, Case No. 19-35133 (MI) (Bankr. S.D. Tex. Oct. 8, 2019); *In re Jack Cooper Ventures, Inc.*, Case No. 19-62393 (PWB) (Bankr. N.D. Ga. Aug. 30, 2019); *In re Fusion Connect, Inc.*, Case No. 19-11811 (SMB) (Bankr. S.D.N.Y. Aug. 5, 2019); *In re Windstream Holdings, Inc.*, Case No. 19-22312 (RDD) (Bankr. S.D.N.Y. May 16, 2019); *In re Fullbeauty Brands Holdings Corp.*, Case No. 19-22185 (RDD) (Bankr. S.D.N.Y. March 8, 2019); *In re Ditech Holding Corporation*, Case No. 19-10412 (JLG) (Bankr. S.D.N.Y. March 25, 2019); *In re Trident Holding Corporation LLC*, Case No. 19-10384 (SHL) (Bankr. S.D.N.Y. Mar. 29, 2019); *In re Aegean Marine Petroleum Network Inc.*, Case No. 18-13374 (MEW) (Bankr. S.D.N.Y. Jan. 17, 2019); *In re Dynamic International Airways, LLC*, Case No. 17-10814 (CRA) (Bankr. M.D.N.C. Oct. 16, 2017); *In re CGG Holdings (U.S.) Inc.*, Case No. 17-11637 (MG) (Bankr. S.D.N.Y. July 14, 2017); *In re Westinghouse Electric Company, LLC*, Case No. 17-10751 (MEW) (Bankr. S.D.N.Y. June 6, 2017); *In re BCBG Max Azria Global Holdings*, Case No. 17-10466 (SCC) (Bankr. S.D.N.Y. Mar. 29, 2017); *In re Ultrapetrol (Bahamas) Limited*, Case No. 17-22168 (RDD) (Bankr. S.D.N.Y. Mar. 7, 2017); *In re Memorial Production Partners, LLP*, Case No. 17-30262 (MI) (Bankr. S.D. Tex. Feb. 27, 2017); *In re Primorsk International Shipping Limited*, Case No. 16-10073 (MG) (Bankr. S.D.N.Y. Feb. 18, 2016); *In re SH130 Concession Company, LLC*, Case No. 16-10262 (TMD) (Bank. W.D. Tex. Apr. 14, 2016); *In re C&J Energy Services*, Case No. 16-33590 (DRJ) (Bankr. S.D. Tex. Sept. 2, 2016); *In re Linn Energy*, Case No. 16-60040 (DRJ) (Bankr. S.D. Tex. June 27, 2016); *In re PAMCO Corp.*, Case No. 14-33944 (HDH) (Bankr. N.D. Tex. Nov. 13, 2014); *In re TMT Procurement Corp.*, Case No. 13-33763 (MI) (Bankr. S.D. Tex.

Aug. 28, 2013); *In re ASARCO, LLC*, Case No. 05-21207 (RSS) (Bankr. S.D. Tex. Jan. 7, 2008); *In re Logix Commc'ns, Corp.*, Case No. 02-32105 (KKB) (Bankr. S.D. Tex. May 29, 2002).

9. AlixPartners has a wealth of experience in providing financial advisory services in restructurings and reorganizations across the United States and has exemplary qualifications to perform the services required by the Committee in these cases. AlixPartners is able to represent the Committee in a cost-effective, efficient and timely manner and has been performing such services since the Retention Date.

10. I, David MacGreevey, the managing director who will be responsible for this engagement, have 20 years of professional experience advising stakeholders on strategic transactions, including restructuring, M&A and capital raises. I lead AlixPartners' creditor services practice and have advised committees, management teams, boards of directors and investors on over 70 complex transactions across a variety of industries. I am a graduate of the University of Richmond and a Certified Insolvency and Restructuring Advisor.

SCOPE OF SERVICES

11. AlixPartners has begun to provide assistance to the Committee in accordance with the terms and conditions set forth in this declaration and in the Engagement Letter.

12. AlixPartners will work closely with Stroock & Stroock & Lavan LLP ("Stroock") and Jefferies to ensure that there will be no duplication of efforts or unnecessary overlap in the services to be provided by AlixPartners and those that have been provided or which will be provided by the Committee's other professionals. It is presently anticipated that AlixPartners will provide advice to and assist the Committee in evaluating and implementing strategic and tactical options through the bankruptcy and restructuring process. A general list of tasks AlixPartners may perform, without limitation, is as follows:

- Review and evaluate the Debtors' current financial condition, business plans and cash and financial forecasts, and periodically report to the Committee regarding the same.
- Review the Debtors' cash management, tax sharing and intercompany accounting systems, practices and procedures.
- Review and investigate: (i) related party transactions, including those between the Debtors and non-debtor subsidiaries and affiliates (including, but not limited to, shared services expenses and tax allocations) and (ii) selected other pre-petition transactions.
- Identify and/or review potential preference payments, fraudulent conveyances and other causes of action that the various Debtors' estates may hold against third parties, including each other.
- Analyze the Debtors' assets and claims, and assess potential recoveries to the various creditor constituencies under different scenarios, in coordination with the Committee's investment banker.
- Support the Committee's investment banker's evaluation of proposed asset sales, as required.
- Assist in the development and/or review of the Debtors' plan of reorganization and disclosure statement.
- Review and evaluate court motions filed or to be filed by the Debtors or any other parties-in-interest, as appropriate.
- Render expert testimony and litigation support services, including e-discovery services, as requested from time to time by the Committee and its counsel, regarding any of the matters to which AlixPartners is providing services.
- Attend Committee meetings and court hearings as may be required in the role of advisors to the Committee.
- Assist with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

13. AlixPartners' decision to accept this engagement to advise and assist the Committee is contingent upon its ability to be retained in accordance with the terms and conditions of employment set forth in the Engagement Letter, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing

practices, including any indemnification provisions outlined in the Engagement Letter, as modified by the Proposed Order to comply with the practices and requirements of this Court.

TERMS OF RETENTION AND COMPENSATION

14. AlixPartners is not owed any amounts with respect to prepetition fees and expenses in connection with these cases.

15. This Declaration and the Engagement Letter set forth the terms and conditions of AlixPartners' employment, its staffing and approach, and its billing practices. AlixPartners has requested that the Committee seek this Court's approval of such matters with the filing of this Application.

16. AlixPartners charges fees based on actual hours expended to perform its services at standard hourly rates established for each employee, as adjusted annually. It is the customary practice of AlixPartners to bill clients for travel time consistent with guidelines of the jurisdiction. For this jurisdiction, therefore, AlixPartners will apply a 50% discount rate to non-working travel time billed. Fees reflect economies resulting from the use of paraprofessional and support personnel to develop schedules and analyses, input computer data, perform research, work on fee applications, and other activities necessary to the efficient administration of a case. Billing rates are generally representative of prevailing market rates, as awarded by other courts in similar circumstances, based on the customary compensation charged by comparably skilled practitioners in bankruptcy and non-bankruptcy engagements. Subject to this Court's approval, and as described in this Declaration and Engagement Letter, the Committee requests that AlixPartners be entitled to receive compensation at its normal hourly rates.

17. AlixPartners will also maintain records in support of any fees (in 1/10th of an hour increments), costs, and expenses incurred in connection with services rendered in these chapter 11 cases. Records will be arranged by category and nature of the services rendered and

will include reasonably detailed descriptions of those services provided on behalf of the Committee.

18. AlixPartners does not seek a success fee in connection with this engagement.

19. AlixPartners' current standard hourly rates for 2019, subject to periodic adjustments, are as follows:

Title	Hourly Rate
Managing Director	\$990 – \$1,165
Director	\$775 – \$945
Senior Vice President	\$615 – \$725
Vice President	\$440 – \$600
Consultant	\$160 – \$435
Paraprofessional	\$285 – \$305

20. AlixPartners reviews and revises its billing rates on January 1 of each year. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates became effective.

21. In addition to compensation for professional services rendered by AlixPartners' personnel, AlixPartners will seek reimbursement for reasonable and necessary expenses incurred in connection with these chapter 11 cases, including transportation costs, lodging, and meals. Expenses will be billed at actual cost.

22. To the extent AlixPartners requires services of its international divisions or personnel from specialized practices, the standard hourly rates for that international division or specialized practice will apply.

23. To the extent AlixPartners uses the services of independent contractors (the “Contractors”) in these chapter 11 cases, AlixPartners shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that AlixPartners pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to the same conflict checks as required for AlixPartners; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

24. AlixPartners intends to apply to the Court for allowance of compensation and reimbursement of expenses, including on a monthly, interim and final basis, pursuant to section 330 of the Bankruptcy Code, Bankruptcy Rule 2016, Local Rule 2016-1, any interim compensation procedures order entered by the Court, and any other applicable orders of the Court or provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

25. None of Stroock, Polsinelli, Pachulski, Jefferies, the members of the Committee, nor any of their agents are or shall be responsible for the payment of AlixPartners' fees and costs arising out of the engagement described and referenced herein, regardless of whether or not AlixPartners is paid in full from the Debtors' estates.

26. AlixPartners negotiated the terms and conditions of the Engagement Letter at arm's length and in good faith. Notwithstanding anything to the contrary in the Engagement Letter, AlixPartners has agreed to certain modifications to its standard indemnification and limitations on liability provisions as reflected in the Proposed Order attached to the Application as **Exhibit A**. The Committee and AlixPartners believe that the indemnification language proposed therein complies with this Court's requirements for similar engagements of other professionals in these chapter 11 cases. AlixPartners has been retained with similar or more expanded indemnification language in other representations in this district and other jurisdictions.

AlixPartners' Disinterestedness

27. In connection with its proposed retention by the Committee in these chapter 11 cases, AlixPartners undertook a lengthy review to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to these chapter 11 cases. Specifically, AlixPartners obtained from the Debtors and/or their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases ("Potential Parties in Interest"). Such parties are listed on **Schedule 1** attached hereto. A search was performed for connections to the Potential Parties in Interest as to AlixPartners Holdings, LLP ("Holdings"), AlixPartners' parent company, and each of Holdings' U.S. and non-U.S. subsidiaries. Results are disclosed for connections to Potential Parties in Interest. In addition, an email is sent to all of their professionals inquiring of any potential connections.

28. Based on that review, AlixPartners represents that, to the best of its knowledge, AlixPartners knows of no fact or situation that would represent a conflict of interest for AlixPartners with regard to these chapter 11 cases. Unless otherwise noted, references to AP in the disclosures below collectively refer to AlixPartners, Holdings, and each of their subsidiary affiliates. AlixPartners wishes to disclose the following:

- AlixPartners, LLP ("AlixPartners") is a wholly owned subsidiary of AlixPartners Holdings, LLP ("Holdings," and together with AlixPartners, "AP"). The equity capital of Holdings is owned individually by: (i) the Managing Directors of AlixPartners; (ii) Lakeview Capital Holdings, Inc., the Jay Alix Living Trust and other affiliates of Jay Alix (collectively the "Lakeview Parties"); (iii) affiliates of each of (a) Caisse de dépôt et placement du Québec ("CDPQ"), (b) Investcorp Bank B.S.C. ("IVC"), and (c) Public Sector Pension Investment Board ("PSP Investments"); and (iv) other individuals and trusts. Neither CDPQ, nor IVC, nor the Lakeview Parties, nor PSP Investments (collectively, the "Investors"), nor any Managing Director, other individual or trust separately owns a majority of the equity capital of Holdings directly or indirectly or separately controls the Boards of either Holdings or AlixPartners. None of the Investors own any of the bank or other debt of AlixPartners.

CDPQ is an institutional investor that manages funds primarily on behalf of a number of Quebec-based public pension and insurance plans. As one of Canada's leading institutional fund

managers, CDPQ invests globally in major financial markets, private equity, infrastructure and real estate.

Investcorp is a leading global provider and manager of alternative investment products.

The Lakeview Parties and related entities are entities owned or controlled by Jay Alix that, among other things, make investments on behalf of Mr. Alix and his family.

PSP Investments is a Canadian Crown corporation established in 1999 to manage employer and employee contributions made after April 1, 2000 to the Canadian Federal Public Service, the Canadian Forces and the Royal Canadian Mounted Police pension funds. It is also responsible for contributions made after March 1, 2007 to the Canadian Reserve Force Pension Fund. PSP Investments manages a diversified global portfolio composed of investments in public financial markets, private equity, infrastructure, natural resources, real estate and private debt.

Designees of the Investors or their subsidiaries serve as some of the members of the Boards of Directors of each of AlixPartners and Holdings (collectively, the “Boards”). In addition to their investments in Holdings, all of the Investors have substantial investments unrelated to AP. Accordingly, as a precautionary matter, AP maintains information barriers designed to prevent confidential client information, including the names of clients likely to be involved in reorganization proceedings under the Bankruptcy Code, from being shared with the Investors or their designees on the Boards.

To that end, no material nonpublic information about the Debtors has been or will be furnished by AP to the Investors, the InvestCos (as defined below) or their Board designees, and AP will continue to abide by its confidentiality obligations to the Debtors. AP operates independently of the Investor Conflicts Parties (as defined below), and does not share employees, officers or other management with any such Investor Conflicts Parties (as defined below). AP and each of the Investor Conflicts Parties have separate offices in separate buildings, use separate Internet email addresses, and do not otherwise share IT systems. No personnel of the Investor Conflicts Parties work on AlixPartners client matters or have access to AlixPartners client information or client files or client personnel. No AP executive or employee is a director, officer or employee of any Investor. Each Investor is governed by its own board of directors or similar body and managed by its own management team. Each Investor is independent of each other Investor.

AlixPartners has searched the names of the Debtors and the list of Potential Parties in Interest against the names of (i) the Investors, (ii) the subsidiaries of the Investors that either hold a direct position in Holdings or hold a direct position in the entity that holds a direct position in Holdings (collectively, the “InvestCos”), and (iii) the subsidiaries of the Investors that hold, directly or indirectly, positions in the respective InvestCos. In addition, AlixPartners has searched and/or will request each Investor to search the names of the Debtors against the companies that the InvestCos have a direct greater than 10% investment in (collectively, with (i) – (iii) the “Investor Conflicts Parties”). AlixPartners has determined, to the best of its knowledge based solely on that search, that there are no connections with the Investor Conflicts Parties that require disclosure other than as noted herein. Because of the information barriers described above, the sheer size of the investment portfolios of the Investor Conflicts Parties, and any applicable securities laws, prior to the Petition Date, AlixPartners was unable to further investigate any potential or actual connections between the Investor Conflicts Parties and the Debtors and the Potential Parties in Interest. To the extent any potential or actual connections are discovered after the Petition Date, if there exists a material connection, AlixPartners will promptly supplement this disclosure. Notwithstanding the foregoing, AlixPartners’ conflicts check did not and will not extend to

entities owned by mutual funds in which an Investor Conflicts Party has an interest; entities owned by separate accounts managed by non-affiliates for an Investor Conflicts Party; entities owned by private equity funds in which an Investor Conflicts Party has a limited partnership interest managed by non-affiliates (even though the particular Investor Party may be represented on the limited partner advisory board or investor committee and even though the particular Investor Conflicts Party may have a passive interest in the general partner); entities where any of the Investor Conflicts Parties serves as general partner or investment manager holding interests representing, directly or indirectly, 10% or less. Nor does it or will it necessarily include indirect investments, such as businesses owned or investments made by an Investor Conflicts Party's portfolio company(ies), or passive investments held or managed by any of the Investor Conflicts Parties. In addition, because of the sheer size of the investments of the Investors and their respective affiliates and subsidiaries, except as described herein, AlixPartners' conflicts check did not and it will not necessarily include any other affiliates or subsidiaries owned, directly or indirectly, by each Investor, or any investments made by such other affiliates or subsidiaries, nor will it include, to the extent applicable, any depositors of the Investors.

Although AlixPartners has performed a conflicts check of the Investor Conflicts Parties as set forth above, as a result of, among other things, the sheer size of the investments of the Investor Conflicts Parties, one or more of the Investor Conflicts Parties may, in the ordinary course and from time to time, hold, control and/or manage loans to, or investments in, the Debtors and/or Potential Parties in Interest and/or may trade debt and/or equity securities in the Debtors and/or Potential Parties in Interest. In addition, one or more of the Investor Conflicts Parties may also have had, currently have, or may in the future have business relationships or other connections with the Debtors or other Potential Parties in Interest. To the extent AlixPartners learns of material business relationships or other material connections that are not included herein, AlixPartners will promptly file a supplemental disclosure.

Other than as specifically noted herein, AlixPartners has not undertaken to determine the existence, nature, and/or full scope of any business relationships or connections that the Investor Conflicts Parties may have with the Potential Parties in Interest, the Debtors and their affiliates, or these chapter 11 cases.

Further, AlixPartners may have had, currently have or may in the future have business relationships with, among other entities, portfolio companies of the Investors and portfolio companies of private equity funds in which they are limited partners, in matters unrelated to the Debtors or their affiliates in these chapter 11 cases. Based on, among other things, the business separation between each of the Investor Conflict Parties and AlixPartners, the contractual client confidentiality obligations of AlixPartners and the information barriers referred to above, AlixPartners believes that it does not hold or represent an interest adverse to the estate with respect to the engagement.

- AP interacts with U.S. Bankruptcy Court judges and representatives of the U.S. Trustee Program regularly in its capacity as a professional consulting firm that offers turnaround and restructuring services.
- The United States Department of Justice ("DOJ"), including the United States Attorney General's Office, is a current and former AP client in matters unrelated to the Debtors. The DOJ has also been an adverse party and customer to current and former AP clients in matters unrelated to the Debtors.

- ACE American Insurance Company, an insurance provider to the Debtors, and affiliates (“ACE”) are insurance providers, vendors, creditors, lenders, investors, bondholders, customers, contract parties and litigation parties to current and former AP clients in matters unrelated to the Debtors. ACE is a current AP client in matters unrelated to Debtors.
- Adams and Reese LLP, a litigation party to the Debtors, is an adverse party, adverse litigation party, related party, and professional to current and former AP clients in matters unrelated to the Debtors.
- Aegon USA Investment Management, a noteholder to the Debtors, and affiliates (“Aegon”) are adverse parties, bondholders, adverse litigation parties, creditors, customers, contract parties, lenders, noteholders, and related parties to current and former AP clients in matters unrelated to the Debtors. Aegon is a vendor to AP.
- AIG Specialty, an insurance provider to the Debtors, and affiliates (“AIG”) are adverse parties, adverse litigation parties, bondholders, creditors, customers, director-affiliated companies, insurance providers, lenders, litigation parties, contract parties, noteholders and vendors to current and former AP clients in matters unrelated to the Debtors. AIG is a current and former AP client in matters unrelated to the Debtors. AIG is a former employer of a current AP employee.
- Algebris Investments (UK), LLP, a noteholder to the Debtors, is a former AP client in matters unrelated to the Debtors.
- Akin Gump Strauss Hauer & Feld LLP, a professional to the Debtors, (“Akin Gump”) is a creditor, counsel, opposing counsel, related party, professional, and vendor to current and former AP clients in matters unrelated to the Debtors. Akin Gump is a current and former AP client in matters unrelated to the Debtors. Akin Gump is a vendor to AP.
- AllianceBernstein, L.P. (U.S.), a noteholder to the Debtors, and affiliates (“AllianceBernstein”) are bondholders, creditors, lenders, lienholders, noteholders, and shareholders to current and former AP clients in matters unrelated to the Debtors.
- Allianz Global Investors U.S., LLC, a noteholder to the Debtors, and affiliates (“Allianz”) are adverse parties, bondholders, adverse litigation parties, creditors, insurance providers, lenders, lessors, lienholders, noteholders, related parties, parent companies, related parties, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. Allianz is a former AP client in matters unrelated to the Debtors. Allianz is a former employer of a current AP employee. Allianz is an insurance provider to AP. Allianz is a vendor to AP.
- Alvarez and Marsal LLC, a professional to the Debtors (“A&M”), is an adverse party, litigation party, related party, professional, and vendor to current and former AP clients in matters unrelated to the Debtors. A&M is a former employer of current AP employees.
- American Arbitration Association, a director-affiliated company of the Debtors’, is a professional to a former AP client in matters unrelated to the Debtors. American Arbitration Association is a vendor to AP.

- American Century Investment Management, Inc., a noteholder to the Debtors, is a bondholder, lender, lienholder, noteholder, and shareholder to current and former AP clients in matters unrelated to the Debtors.
- Anadarko E&P Company, L.P., Anadarko E&P Onshore LLC, and Anadarko OGC Company, and affiliates are adverse litigation parties, creditors, contract parties, customers, vendors and director-affiliated companies to current and former AP clients in matters unrelated to the Debtors.
- Angelo Gordon & Company, L.P., a noteholder to the Debtors, and affiliates (“Angelo Gordon”) are adverse parties, bondholders, creditors, lenders, noteholders, related parties, and parent companies to current and former AP clients in matters unrelated to the Debtors. Angelo Gordon is a former AP client in matters unrelated to the Debtors. Angelo Gordon is a former employer of a current AP employee.
- AON, AON Energy, and AON Risk Services Southwest Inc, a bondholder and insurance providers to the Debtors, and affiliates (“AON”) are bondholders, creditors, contract parties, insurance providers, adverse litigation parties, related parties, professionals, and vendors to current and former AP clients in matters unrelated to the Debtors. AON is a current and former AP client in matters unrelated to the Debtors. AON is a former employer of current AP employees. AON is a vendor to AP.
- Apollo Capital Management, L.P. and Apollo Global Management, LLC, noteholders, stockholders, and director-affiliated companies to the Debtors, and affiliates (“Apollo”) are adverse parties, associated companies, bondholders, litigation parties, adverse litigation parties, creditors, customers, director-affiliated companies, contract parties, insurance providers, investors, lenders, lienholders, noteholders, related parties, parent companies, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. Apollo is a current and former AP client in matters unrelated to the Debtors.
- Archrock, Inc., Archrock Services LP, and Archrock Partners Operating LLC, contract parties, creditors and litigation parties to the Debtors and a UCC member in this bankruptcy matter, and affiliates (“Archrock”) are creditors, contract parties, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors. Archrock is a former AP client in matters unrelated to the Debtors.
- Argo Group, a bondholder to the Debtors, and affiliates (“Argo”) are bondholders, insurance providers, lenders, litigation parties, and noteholders to current and former AP clients in matters unrelated to the Debtors. Argo is an insurance provider to AP.
- Arnold & Porter LLP, a litigation party to the Debtors, (“Arnold & Porter”) is an adverse litigation party, creditor, counsel, opposing counsel, related party, professional, and vendor to current and former AP clients in matters unrelated to the Debtors. Arnold & Porter is a current and former AP client in matters unrelated to the Debtors.
- Artisan Partners, L.P., a noteholder to the Debtors, is a creditor to a current AP client in matters unrelated to the Debtors. Artisan Partners is a former employer of a current AP employee.
- AT&T, Inc., a utility provider to the Debtors, and affiliates (“AT&T”) are adverse parties, litigation parties, adverse litigation parties, creditors, contract parties, director-affiliated companies, joint venture entities, lessees, lessors, related parties, and vendors to current and

former AP clients in matters unrelated to the Debtors. AT&T is a current and former AP client in matters unrelated to the Debtors. AT&T is a former employer of current AP employees. AT&T is a vendor to AP. AT&T is a member of two UCCs represented by AP in matters unrelated to the Debtors.

- Atlas Oil Company, a related party to the Debtors, is a former employer of a current AP employee.
- Avenue Capital Management II, L.P., a noteholder to the Debtors, and affiliates (“Avenue”) are bondholders, creditors, investors, lenders, lienholders, related parties, parent companies, and shareholders to current and former AP clients in matters unrelated to the Debtors.
- Axis Insurance Company, an insurance provider to the Debtors, and affiliates (“Axis”) are creditors, contract parties, insurance providers, lenders, related parties, professionals, and vendors to current and former AP clients in matters unrelated to the Debtors. Axis is an insurance provider to AP.
- Baker & Hostetler LLP, a litigation party to the Debtors, (“Baker & Hostetler”) is an adverse litigation party, counsel, opposing counsel, related party, professional, and vendor to current and former AP clients in matters unrelated to the Debtors. Baker & Hostetler is a current and former AP client in matters unrelated to the Debtors. Baker & Hostetler is a vendor to AP.
- Baker Donelson and Baker, Donelson, Bearman, Caldwell & Berkowitz, litigation parties to the Debtors, (“Baker Donelson”) is an adverse litigation party, creditor, opposing counsel, related party, professional, and vendor to current and former AP clients in matters unrelated to the Debtors.
- Baker Hughes and Baker Hughes Oilfield Operations, Inc, creditors and litigation parties to the Debtors, and affiliates (“Baker Hughes”) is a creditor, customer, contract party, litigation party, related party, and vendor to current and former AP clients in matters unrelated to the Debtors. Baker Hughes is a former AP client in matters unrelated to the Debtors.
- Bank of America, N.A., Bank of America Credit Products, N.A., and Bank of America Merrill Lynch Proprietary Trading, lenders, noteholders, and creditors to the Debtors, and affiliates (“Bank of America”) are adverse parties, banking service providers, bondholders, financial advisors, litigation parties, adverse litigation parties, creditors, customers, contract parties, indenture trustees, investors, lenders, lienholders, noteholders, related parties, professionals, and vendors to current and former AP clients in matters unrelated to the Debtors. Bank of America is a current and former AP client in matters unrelated to the Debtors. Bank of America is a former employer of current AP employees. Bank of America is a vendor to AP.
- Bank of Montreal, BMO Asset Management, Inc., and BMO Harris Financing, Inc., noteholders and lenders to the Debtors, and affiliates (“BMO”) are adverse parties, adverse litigation parties, bondholders, creditors, contract parties, indenture trustees, lenders, lienholders, litigation parties, shareholders, professionals, and vendors to current and former AP clients in matters unrelated to the Debtors. BMO is a current and former AP client in matters unrelated to the Debtors.
- Barclays Capital, Inc., a noteholder to the Debtors, and affiliates (“Barclays”) are adverse parties, banking service providers, bondholders, adverse litigation parties, litigation parties, creditors, customers, contract parties, indenture trustees, investors, lenders, lienholders, noteholders, related parties, professionals, shareholders, and vendors to current and former AP clients in matters

unrelated to the Debtors. Barclays is a current and former AP client in matters unrelated to the Debtors. Barclays is a former employer of current AP employees. Barclays is a member of a UCC represented by AP in a matter unrelated to the Debtors.

- BASF Corporation, a litigation party to the Debtors, and affiliates (“BASF”) are adverse parties, creditors, customers, contract parties, litigation parties, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors. BASF is a current and former AP client in matters unrelated to the Debtors. BASF is a vendor to AP.
- Basic Energy Services, Inc., a creditor to the Debtors, (“Basic Energy”) is a creditor, contract party, related party, and vendor to current and former AP clients in matters unrelated to the Debtors. Basic Energy is a former AP client in matters unrelated to the Debtors.
- Beazley Group, an insurance provider to the Debtors, and affiliates (“Beazley”) are adverse parties and insurance providers to current and former AP clients in matters unrelated to the Debtors. Beazley is an insurance provider to AP.
- Beatty & Wozniak, P.C., a litigation party to the Debtors, is a professional to former AP clients in matters unrelated to the Debtors.
- Beck Redden LLP, a litigation party to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors. Beck Redden LLP is a former AP client in matters unrelated to the Debtors.
- Benefit Street Partners, LLC, a noteholder to the Debtors, and affiliates (“Benefit Street”) are bondholders, creditors, lenders, noteholders and related parties to current and former AP clients in matters unrelated to the Debtors. Benefit Street is a current AP client in matters unrelated to the Debtors.
- Berkley Insurance Company, Berkley National Insurance Company, Berkley Offshore Underwriting Managers, and Berkley/Starnet, insurance providers to the Debtors, and affiliates (“Berkley”) are adverse parties, bondholders, customers, insurance providers, litigation parties, and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Berkley is an insurance provider to AP.
- BHP Billiton Petroleum (KCS Resources), LLC and BHP Billiton Petroleum Properties (N.A.), L.P., litigation parties to the Debtors, and affiliates (“BHP”) are customers, contract parties, lessors, adverse litigation parties, and related parties to current and former AP clients in matters unrelated to the Debtors. BHP is a current AP client in matters unrelated to the Debtors.
- BlackRock Advisors, LLC, a noteholder to the Debtors, and affiliates (“BlackRock”) are bondholders, creditors, contract parties, lenders, lienholders, limited partners, noteholders, related parties, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. BlackRock is a former AP client in matters unrelated to the Debtors.
- Blackstone Group L.P., a noteholder to the Debtors, and affiliates (“Blackstone”) are bondholders, creditors, investors, lenders, lessors, noteholders, related parties, professionals, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. Blackstone is a current and former AP client in matters unrelated to the Debtors. Blackstone is a portfolio company of an AP investor.

- Blue Cross Blue Shield, a benefit provider to the Debtors, and affiliates (“Blue Cross”) are adverse parties, bondholders, creditors, customers, litigation parties, contract parties, insurance providers, lenders, lessors, lienholders, adverse litigation parties, related parties, professionals, and vendors to current and former AP clients in matters unrelated to the Debtors. Blue Cross is a former AP client in matters unrelated to the Debtors. Blue Cross is a former employer of a current AP employee.
- BNP Paribas, BNP Paribas Arbitrage S.A. (U.S.), and BNP Paribas New York Branch, creditors and noteholders to the Debtors, and affiliates (“BNP”) are adverse parties, banking service providers, bondholders, adverse litigation parties, creditors, contract parties, indenture trustees, lenders, lienholders, litigation parties, noteholders, related parties, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. BNP is a current and former AP client in matters unrelated to the Debtors. BNP is a former employer of a current AP employee.
- BP America Production Company, a litigation party to the Debtors, and affiliates (“BP”) are creditors, customers, contract parties, joint venture entities, lenders, adverse litigation parties, related parties, professionals, and vendors to current and former AP clients in matters unrelated to the Debtors. BP is a current and former AP client in matters unrelated to the Debtors. BP is a former employer of a current AP employee.
- Brigade Capital Management, L.P., a noteholder to the Debtors, and affiliates (“Brigade”) are adverse parties, bondholders, creditors, investors, lenders, adverse litigation parties, noteholders, related parties, and shareholders to current and former AP clients in matters unrelated to the Debtors.
- Brookfield Investment Management, Inc., a noteholder to the Debtors, and affiliates (“Brookfield”) are creditors, customers, investors, lenders, contract parties, and related parties to current and former AP clients in matters unrelated to the Debtors. Brookfield is a former AP client in matters unrelated to the Debtors.
- Calpine Corporation, a director-affiliated company to the Debtors, is a creditor and contract party to current and former AP clients in matters unrelated to the Debtors. Calpine Corporation is a former AP client in matters unrelated to the Debtors.
- Canadian Imperial Bank of Commerce – New York Branch, a lender to the Debtors, and affiliates (“CIBC”) are bondholders, creditors, investors, lenders, lessors, lienholders, contract parties, noteholders, related parties, and shareholders to current and former AP clients in matters unrelated to the Debtors. CIBC is a former AP client in matters unrelated to the Debtors. CIBC is a former employer of a current AP employee.
- Capital One, National Association, a lender to the Debtors, and affiliates (“Capital One”) are bondholders, creditors, customers, contract parties, investors, lenders, lienholders, litigation parties, noteholders, related parties, subsidiaries, trustees, and vendors to current and former AP clients in matters unrelated to the Debtors. Capital One is a former AP client in matters unrelated to the Debtors.
- Capital Research & Management Company (U.S.), a noteholder to the Debtors, and affiliates (“Capital Research”) are bondholders, litigation parties, creditors, lenders, noteholders, and shareholders to current and former AP clients in matters unrelated to the Debtors.

- Carol Flaton, a board member of the Debtors, is an independent contractor to AP and was formerly employed as a Managing Director of AP for approximately six months. Prior to her employment with AP, Ms. Flaton was employed by Zolfo Cooper. AP acquired Zolfo Cooper in November 2018 (the “Transaction”) and her employment with AP was a result of the Transaction. In August 2017, prior to the Transaction, Zolfo Cooper was retained as financial advisor by the Commonwealth of Puerto Rico in its chapter 11 bankruptcy, a matter unrelated to Debtors (the “Puerto Rico Matter”). When the Transaction occurred, former Zolfo employees that became AP employees, including Ms. Flaton, continued and continue to provide services in the Puerto Rico Matter. Ms. Flaton acts as an independent contractor for AP solely in relation to the Puerto Rico Matter, but invoices for her services and files any necessary relationship disclosures she may have in the Puerto Rico Matter separately from AP; she does not receive any administrative support from AP. Ms. Flaton does not have an AP office or access to AP data related to this bankruptcy matter. AP does not provide Ms. Flaton any compensation or equity. Ms. Flaton owns and is employed by Hamlin Partners LLC, a professional in this bankruptcy matter and vendor to AP. Ms. Flaton provides restructuring services to Debtors as a board member of EP in her capacity as an employee of Hamlin Partners LLC.
- Carrizo Oil & Gas, Inc., a competitor and litigation party to the Debtors, is an adverse party, director-affiliated party, and related party to current and former AP clients in matters unrelated to the Debtors.
- Century Link, Inc., a utility provider to the Debtors, and affiliates (“CenturyLink”) are adverse parties, creditors, adverse litigation parties, contract parties, related parties, professionals, and vendors to current and former AP clients in matters unrelated to the Debtors. CenturyLink is a former employer of a current AP employee. CenturyLink is a vendor to AP.
- Chesapeake Energy Corporation, Chesapeake Energy Corporation FBO, Chesapeake Exploration, LLC, Chesapeake Louisiana, L.P., and Chesapeake Operating Inc., competitors, contract parties, and litigation parties to the Debtors, and affiliates (“Chesapeake”) are adverse parties, adverse litigation parties, creditors, customers, contract parties, joint venture entities, lessors, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors. Chesapeake is a former AP client in matters unrelated to the Debtors.
- Chevron Midcontinent, L.P., Chevron Pipe Line Company, and Chevron U.S.A. Inc., litigation parties to the Debtors, and affiliates (“Chevron”) are litigation parties, creditors, customers, director-affiliated companies, contract parties, investors, adverse litigation parties, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors. Chevron is a former AP client in matters unrelated to the Debtors.
- Citibank, N.A., Citigroup Financial Products, Inc., and Citigroup Global Advisors, Inc., lenders, creditors, and noteholders to the Debtors, and affiliates (“Citi”) are adverse parties, banking service providers, bondholders, adverse litigation parties, creditors, customers, contract parties, indenture trustees, investors, joint venture entities, lenders, lienholders, litigation parties, noteholders, related parties, shareholders, trustees, and vendors to current and former AP clients in matters unrelated to the Debtors. Citi is a current and former AP client in matters unrelated to the Debtors. Citi is a former employer of current AP employees.
- Citadel Securities, LLC, a noteholder to the Debtors, and affiliates (“Citadel”) are adverse parties, bondholders, creditors, lenders, lessors, adverse litigation parties, contract parties, noteholders,

related parties, and shareholders to current and former AP clients in matters unrelated to the Debtors. Citadel is a current AP client in matters unrelated to the Debtors.

- Citizens Bank, National Association, a lender to the Debtors, and affiliates (“Citizens”) are creditors, contract parties, lenders, banking service providers, litigation parties, related parties and vendors to current and former AP clients in matters unrelated to the Debtors. Citizens is a former AP client in matters unrelated to the Debtors. Citizens is a former employer of a current AP employee.
- Cogent Communications Inc., a utility provider to the Debtors, (“Cogent”) is a creditor, contract party, related party, and vendor to current and former AP clients in matters unrelated to the Debtors. Cogent is a vendor to AP.
- The Cole Law Firm, a litigation party to the Debtors, is a professional and vendor to a former AP client in matters unrelated to the Debtors.
- Comerica Bank, a lender to the Debtors, and affiliates (“Comerica”) are litigation parties, creditors, contract parties, lenders, lessors, noteholders, related parties, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. Comerica is a current and former AP client in matters unrelated to the Debtors. Comerica is a former employer of current AP employees.
- Compass Bank, a lender to the Debtors, and affiliates are bondholders, creditors, lenders, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors.
- ConocoPhillips and ConocoPhillips Company, a competitor and litigation party to the Debtors, and affiliates (“ConocoPhillips”) are litigation parties, creditors, customers, contract parties, joint venture entities, adverse litigation parties, professionals, and vendors to current and former AP clients in matters unrelated to the Debtors.
- CQS (UK) LLP, a noteholder to the Debtors, and affiliates are bondholders, lenders, related parties, and shareholders to current AP clients in matters unrelated to the Debtors.
- Craig, Terrill, Hale, & Grantham, L.L.P., a litigation party to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors.
- Crain, Caton & James, a litigation party to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors.
- Credit Suisse AG, Cayman Islands Branch, Credit Suisse Loan Funding LLC, and Credit Suisse Securities (USA), LLC, lenders and noteholders to the Debtors, and affiliates (“Credit Suisse”) are adverse parties, bondholders, litigation parties, adverse litigation parties, creditors, customers, contract parties, indenture trustees, lenders, lienholders, limited partners, noteholders, related parties, professionals, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. Credit Suisse is a former AP client in matters unrelated to the Debtors. Credit Suisse is a former employer of current AP employees.
- Davidson Kempner Capital Management, L.P., a noteholder to the Debtors, (“Davidson Kempner”) is an adverse party, bondholder, creditor, lender, adverse litigation party, noteholder,

and related party to current and former AP clients in matters unrelated to the Debtors. Davidson Kempner is a former employer of a current AP employee.

- Davis Polk & Wardwell, a professional to the Debtors, is a creditor, contract party, counsel, opposing counsel, related party, professional, and vendor to current and former AP clients in matters unrelated to the Debtors. Davis Polk & Wardwell is a current and former AP client in matters unrelated to the Debtors.
- Davis, Gerald & Cremer, a litigation party to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors.
- DCP Operating Company, L.P., a contract party and litigation party to the Debtors, and affiliates (“DCP”) are adverse parties, creditors, customers, director-affiliated companies, contract parties, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors. DCP is a current AP client in matters unrelated to the Debtors.
- Deutsche Bank AG New York Branch, a lender to the Debtors, and affiliates (“Deutsche Bank”) are adverse parties, associated companies, bondholders, financial advisors, litigation parties, adverse litigation parties, creditors, customers, contract parties, indenture trustees, lenders, lessors, related parties, professionals, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. Deutsche Bank is a current and former AP client in matters unrelated to the Debtors. Deutsche Bank is a former employer of current AP employees. Deutsche Bank is a vendor to AP.
- Devon Energy Corporation and Devon Energy Production Company, L.P., competitors, creditors, and litigation parties to the Debtors, and affiliates (“Devon Energy”) are customers, joint venture entities, and related parties to current and former AP clients in matters unrelated to the Debtors. Devon Energy is a former employer of a current AP employee.
- Diameter Capital Partners LP, a current or former noteholder to the Debtors, is an adverse party, lender, noteholder, and parent company to current AP clients in matters unrelated to the Debtors.
- Donato, Minx, Brown & Pool, P.C., a litigation party to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors.
- DuPont Capital Management Corporation, a noteholder to the Debtors, and affiliates (“DuPont”) are bondholders, customers, indenture trustees, litigation parties, contract parties, noteholders, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors. DuPont is a current and former AP client in matters unrelated to the Debtors.
- Elliott Management Corporation / Elliott Associates, L.P. / Elliott International, L.P., a noteholder to the Debtors, and affiliates (“Elliott”) are associated companies, bondholders, creditors, contract parties, lenders, adverse litigation parties, related parties, parent companies, and shareholders to current and former AP clients in matters unrelated to the Debtors. Elliott is a current and former AP client in matters unrelated to the Debtors. Elliott is a vendor to AP.
- EOG Resources, Inc., a competitor to the Debtors, is a creditor, customer, adverse litigation party, director-affiliated company, contract party, related party, and vendor to current and former AP clients in matters unrelated to the Debtors.

- EP Energy is a vendor and customer to current and former AP clients. EP Energy is a former AP client.
- Evercore Group LLC, a professional to the Debtors, and affiliates (“Evercore”) are financial analysts, litigation parties, creditors, contract parties, investors, lenders, related parties, professionals, and vendors to current and former AP clients in matters unrelated to the Debtors. Evercore is a former employer of a current AP employee. Evercore is a vendor to AP.
- Exxon Mobil Corporation and ExxonMobil Oil Corporation, litigation parties to the Debtors, and affiliates (“Exxon”) are adverse parties, adverse litigation parties, litigation parties, creditors, customers, contract parties, investors, lenders, related parties, professionals, and vendors to current and former AP clients in matters unrelated to the Debtors. Exxon is a former employer of a current AP employee.
- Federal Insurance Company, an insurance provider to the Debtors, and affiliates (“Chubb”) are adverse parties, bondholders, adverse litigation parties, creditors, customers, litigation parties, contract parties, insurance providers, investors, lenders, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors. Chubb is a current AP client in matters unrelated to the Debtors. Chubb is an insurance provider to AP.
- Fidelity Management & Research Company, a noteholder to the Debtors, and affiliates (“Fidelity”) are adverse parties, banking service providers, bondholders, creditors, customers, adverse litigation parties, contract parties, indenture trustees, insurance providers, lenders, lienholders, noteholders, related parties, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. Fidelity is a former AP client in matters unrelated to the Debtors. Fidelity is a vendor to AP.
- Frontier Communications, a utility provider to the Debtors, is a litigation party, creditor, contract party, related party, shareholder, and vendor to current and former AP clients in matters unrelated to the Debtors.
- FTI Consulting, Inc., a professional to the Debtors, and affiliates are adverse parties, financial advisors, creditors, contract parties, litigation parties, related parties, professionals, and vendors to current and former AP clients in matters unrelated to the Debtors. FTI is a former employer of current AP employees.
- Galloway, Johnson, Tompkins, Burr and Smith, a litigation party to the Debtors, is a litigation party, professional, and vendor to current and former AP clients in matters unrelated to the Debtors.
- General Electric Company, a litigation party to the Debtors, and affiliates (“GE”) are adverse parties, bondholders, financial advisors, adverse litigation parties, litigation parties, creditors, customers, director-affiliated companies, contract parties, joint venture entities, lenders, lessors, lienholders, noteholders, related parties, parent companies, professionals, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. GE is a current and former AP client in matters unrelated to the Debtors. GE is a former employer of current AP employees. GE is a vendor to AP.
- Goldman Sachs Asset Management, L.P. (U.S.), Goldman Sachs Bank USA, and GSAM Stable Value, LLC, lenders and noteholder to the Debtors, and affiliates (“Goldman Sachs”) are adverse

parties, banking service providers, bondholders, financial advisors, litigation parties, adverse litigation parties, creditors, customers, contract parties, indenture trustees, investors, joint venture entities, lenders, noteholders, related parties, professionals, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. Goldman Sachs is a current and former AP client in matters unrelated to the Debtors. Goldman Sachs is a former employer of current AP employees. Goldman Sachs is a vendor to AP.

- Goodrich Petroleum Company LLC and Goodrich Petroleum Corporation, litigation parties to the Debtors, and affiliates are adverse parties, customers, director-affiliated companies, related parties, and subsidiaries to current and former AP clients in matters unrelated to the Debtors.
- Gordon, Arata, McCollam, Duplantis & Eagan, LLC and Gordon, Arata, McCollam, Montgomery, Barnett, Duplantis & Eagan, LLC, litigation parties to the Debtors, are professional to a current AP client in matters unrelated to the Debtors.
- Greenberg Traurig and Greenberg Traurig, LLP, a professional and litigation party to the Debtors, and affiliates (“Greenberg Traurig”) are creditors, financial advisors, lessors, adverse litigation parties, counsel, opposing counsel, related parties, professionals, and vendors to current and former AP clients in matters unrelated to the Debtors. Greenberg Traurig is a current and former AP client in matters unrelated to the Debtors.
- GRM and GRM Information Management Services, lessors and contract parties to the Debtors, and affiliates (“GRM”) are adverse parties, creditors, and contract parties to current and former AP clients in matters unrelated to the Debtors. GRM is a vendor to AP.
- Gulf Oil Company, a litigation party to the Debtors, is a creditor, customer, joint venture entity, related party, and vendor to current and former AP clients in matters unrelated to the Debtors.
- Halliburton Company, Halliburton Energy Services, Halliburton Energy Services, Inc., Halliburton Oil Well Cementing Company, and Landmark/Halliburton, litigation parties, creditors, and contract parties to current and former AP clients in matters unrelated to the Debtors. Halliburton is a former employer of current AP employees.
- Hartford, an insurance provider to the Debtors, and affiliates (“Hartford”) are bondholders, adverse parties, adverse litigation parties, creditors, customers, contract parties, insurance providers, lenders, lessors, lienholders, related parties, professionals, and vendors to current and former AP clients in matters unrelated to the Debtors. Hartford is an insurance provider to AP.
- Haynes and Boone, LLP, a litigation party to the Debtors, (“Haynes and Boone”) is a creditor, contract party, counsel, lessor, related party, professional, and vendor to current and former AP clients in matters unrelated to the Debtors. Haynes and Boone is a current and former AP client in matters unrelated to the Debtors.
- Hess Corporation, a litigation party to the Debtors, and affiliates are creditors, customers, joint venture entities, litigation parties, adverse litigation parties, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors.
- Holland & Hart LLP, a professional and litigation party to the Debtors (“Holland & Hart”) are contract parties, adverse litigation parties, opposing counsel, related parties, and professionals to current and former AP clients in matters unrelated to the Debtors.

- Houlihan Lokey, Inc., a professional in this bankruptcy matter, (“Houlihan Lokey”) is a creditor, contract party, financial advisor, investor, lender, related party, professional, and vendor to current and former AP clients in matters unrelated to the Debtors. Houlihan Lokey is a former employer of current AP employees. Houlihan Lokey is a vendor to AP.
- HSBC Bank PLC and HSBC Securities (USA), Inc., noteholders to the Debtors, and affiliates (“HSBC”) are adverse parties, adverse parties, bondholders, financial advisors, adverse litigation parties, creditors, customers, contract parties, indenture trustees, lenders, litigation parties, lienholders, related parties, professionals, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. HSBC is a current and former AP client in matters unrelated to the Debtors. HSBC is a former employer of current AP employees. HSBC is a vendor to AP.
- Illinois National Insurance Company, an insurance provider to the Debtors, is an affiliate of American International Group, who is a current and former AP client in matters unrelated to the Debtor. Illinois National Insurance Company is adverse to AP in ongoing litigation regarding an insurance dispute unrelated to Debtor.
- ING Capital LLC, a lender to the Debtors, and affiliates (“ING”) are bondholders, creditors, contract parties, lenders, lessors, related parties, trustees, and vendors to current and former AP clients in matters unrelated to the Debtors. ING is a current AP client in matters unrelated to the Debtors.
- Intrepid Financial Partners, a professional in this bankruptcy matter, is a professional to a former AP client in matters unrelated to the Debtors.
- Invesco Advisers, Inc., a noteholder to the Debtors, and affiliates (“Invesco”) are bondholders, creditors, customers, lenders, lienholders, noteholders, related parties, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors.
- Ironshore Specialty Insurance, an insurance provider to the Debtors, and affiliates (“Ironshore”) are creditors, adverse litigation parties, insurance providers, lenders, and related parties to current and former AP clients in matters unrelated to the Debtors. Ironshore is an insurance provider to AP.
- Jackson Walker L.L.P., a litigation party to the Debtors, (“Jackson Walker”) is a contract party, counsel, professional, shareholder, and vendor to current and former AP clients in matters unrelated to the Debtors. Jackson Walker is a current and former AP client in matters unrelated to the Debtors.
- J. Aron & Company, a hedge counterparty to the Debtors, and affiliates (“J. Aron”) are creditors, customers, contract parties, indenture trustees, and vendors to current and former AP clients in matters unrelated to the Debtors. J. Aron is a vendor to AP
- J.P. Morgan Chase Bank, N.A. and J.P. Morgan Investment Management, Inc., noteholders, hedge counterparties, creditors, banks, and lenders, to the Debtors, and affiliates (“JPMorgan”) are adverse parties, banking service providers, bondholders, financial advisors, litigation parties, adverse litigation parties, creditors, customers, banking service providers, investors, lenders, lienholders, noteholders, related parties, parent companies, professionals, shareholders, and

vendors to current and former AP clients in matters unrelated to the Debtors. JPMorgan is a current and former AP client in matters unrelated to the Debtors. JPMorgan is a former employer of current AP employees. JPMorgan is a vendor to AP.

- Jefferies Group LLC and Jefferies, LLC, a professional to the UCC and a noteholder to the Debtors, and affiliates (“Jefferies”) are bondholders, adverse litigation parties, creditors, contract parties, financial advisors, indenture trustees, investors, lenders, lessors, lienholders, related parties, professionals, and vendors to current and former AP clients in matters unrelated to the Debtors. Jefferies is a former employer of current AP employees.
- Joele Frank Wilkinson Brimmer Katcher, a professional to the Debtors, (“Joele Frank”) is a contract party, professional and vendor to current and former AP clients in matters unrelated to the Debtors. The spouse and family member of a current AP employee that is not working on this bankruptcy matter are partners at Joele Frank.
- Johanson & Fairless, LLP, a litigation party to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors.
- Jones Walker LLP, a litigation party to the Debtors, is an adverse litigation party, related party, professional, and vendor to current and former AP clients in matters unrelated to the Debtors.
- Jupiter Resources GP LLC, a director-affiliated company to the Debtors, is a former AP client in matters unrelated to the Debtors.
- KBR, Inc., a litigation party to the Debtors, is an affiliate to a former AP client in matters unrelated to the Debtors.
- Kean Miller LLP, a professional and litigation party to the Debtors, is a related party and professional to current and former AP clients in matters unrelated to the Debtors.
- Key Energy Services, LLC, a litigation party to the Debtors, and affiliates (“Key Energy”) are creditors, contract parties, adverse litigation parties, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors. Key Energy is a former AP client in matters unrelated to the Debtors.
- Kuwait Investment Authority, a noteholder to the Debtors, is a shareholder to a former AP client in matters unrelated to the Debtors.
- Langley, Banack & Butler, a litigation party to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors.
- Latham and Watkins LLP, a professional to the Debtors, (“Latham”) is a creditor, contract party, counsel, lessor, opposing counsel, related party, professional, and vendor to current and former AP clients in matters unrelated to the Debtors. Latham is a current and former AP client in matters unrelated to the Debtors. Latham is a former employer of a current AP employee.
- LeClairRyan PLLC, a litigation party to the Debtors, is a related party, professional, and vendor to current and former AP clients in matters unrelated to the Debtors.

- Liberty Mutual Insurance, an insurance provider to the Debtors, and affiliates (“Liberty Mutual”) are bondholders, litigation parties, adverse litigation parties, creditors, customers, contract parties, insurance providers, lenders, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors. Liberty Mutual is a current AP client in matters unrelated to the Debtors. Liberty Mutual is a former employer of a current AP employee.
- Liskow & Lewis, a professional and litigation party to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors.
- Littler Mendelson, P.C., a litigation party to the Debtors, (“Littler”) is a a professional, litigation party, vendor, and contract party to current and former AP clients in matters unrelated to the Debtors. Littler is a current and former AP clients in matters unrelated to the Debtors. Littler is a former employer of a current AP employee. Littler provides legal services to AP.
- Lloyd’s Bank Plc, a creditor to the Debtors, and affiliates (“Lloyds Bank”) are bondholders, customers, insurance providers, lenders, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors. Lloyds Bank is a former AP client in matters unrelated to the Debtors.
- Locke Lord, LLC, a litigation party to the Debtors, is a contract party, related party, professional, vendor, and counsel to current and former AP clients in matters unrelated to the Debtors. Locke Lord is a former AP client in matters unrelated to the Debtors.
- Marathon Oil Corporation and Marathon Petroleum, a competitor and a contract party to the Debtors, and affiliates (“Marathon”) are adverse parties, bondholders, creditors, customers, contract parties, joint venture entities, lenders, adverse litigation parties, noteholders, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors. Marathon is a former employer of a current AP employee.
- Markel American Insurance Company and Markel International Insurance Company Ltd., insurance providers to the Debtors, and affiliates (“Markel”) are insurance providers and related parties to current and former AP clients in matters unrelated to the Debtors. Markel is an insurance provider to AP.
- Mattos Fiho, a litigation party to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors.
- Matador Resources Company, a competitor and litigation party to the Debtors, is an adverse party to a former AP client in matters unrelated to the Debtors. Matador Resources Company is a former employer of a current AP employee.
- Mayer Brown LLP, a professional in this bankruptcy matter, (“Mayer Brown”) is a creditor, counsel, adverse litigation party, opposing counsel, related party, professional, and vendor to current and former AP clients in matters unrelated to the Debtors. Mayer Brown is a current and former AP client in matters unrelated to the Debtors. Mayer Brown is a vendor to AP.
- McDowell Hetherington, a professional to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors.

- McGinnins, Lochridge & Kilgore, a litigation party to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors.
- Mellon Bank, Mellon Investment Corporation, Mellon Investments Corporation, and The Bank of New York Mellon, noteholders, banks, and benefits providers to the Debtors, and affiliates (“BNY”) are adverse parties, banking service providers, bondholders, adverse litigation parties, creditors, customers, contract parties, indenture trustees, lenders, lessors, lienholders, litigation parties, noteholders, related parties, shareholders, trustees, and vendors to current and former AP clients in matters unrelated to the Debtors.
- Merrill Lynch Commodities, Inc., a hedge counterparty to the Debtors, and affiliates (“Merrill Lynch”) are adverse parties, banking service providers, bondholders, adverse litigation parties, creditors, contract parties, indenture trustees, investors, lenders, lessees, lessors, lienholders, litigation parties, noteholders, related parties, professionals, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. Merrill Lynch is a current and former AP client in matters unrelated to the Debtors. Merrill Lynch is a former employer of current AP employees. Merrill Lynch is a vendor to AP.
- Milbank, a professional in this bankruptcy matter, and affiliates (“Milbank”) are creditors, counsel, related parties, professionals, and vendors to current and former AP clients in matters unrelated to the Debtors. Milbank is a current and former AP client in matters unrelated to the Debtors.
- Mizuho Bank, a lender to the Debtors, and affiliates (“Mizuho”) are adverse parties, bondholders, adverse litigation parties, creditors, lenders, litigation parties, contract parties, noteholders, related parties, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. Mizuho is a former employer of a current AP employee.
- Moelis & Company LLC, a professional in this bankruptcy matter, (“Moelis”) is a financial advisor, investor, lender, related party, professional, and vendor to current and former AP clients in matters unrelated to the Debtors. Moelis is a former AP client in matters unrelated to the Debtors. Moelis is a former employer of a current AP employee. Moelis is a vendor to AP.
- Monsanto Company, a litigation party to the Debtors, and affiliates (“Monsanto”) are is a litigation party, related party, lessor, and vendor to current and former AP clients in matters unrelated to the Debtors. Monsanto is a former AP client in matters unrelated to the Debtors.
- Morrison & Foerster LLP, a professional in this bankruptcy matter, (“Morrison & Foerster”) are professionals, adverse parties, creditors, material contract parties, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors. Morrison & Foerster is a current and former AP client in matters unrelated to the Debtors. Morrison & Foerster is a former employer of current AP employees.
- MUFG Bank, Ltd., a creditor to the Debtors, and affiliates (“MUFG”) are banking service providers, bondholders, financial advisors, creditors, customers, contract parties, lenders, noteholders, related parties, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. MUFG is a former AP client in matters unrelated to the Debtors. MUFG is a former employer of current AP employees.

- Munsch Hardt Kopf & Harr, P.C., a professional and litigation party to the Debtors, is a creditor, counsel, contract party, litigation party, related party, professional, and vendor to current and former AP clients in matters unrelated to the Debtors.
- An affiliate of Murphy Oil Corporation, a competitor of the Debtors, is a former AP client in matters unrelated to the Debtors.
- Nabors Drilling Solutions and Nabors Drilling Technologies USA Inc., taxing/licensing/regulatory/reclamation/bonding/permitting parties and creditors to the Debtors, and affiliates (“Nabors”) are creditors, lessors, adverse litigation parties, shareholders and contract parties to current and former AP clients in matters unrelated to the Debtors. Nabors is a current and former AP client in matters unrelated to the Debtors.
- National Oilwell Varco (“NOV”), a litigation party to the Debtors, is a vendor, creditor and litigation party to current and former AP clients in matters unrelated to the Debtors. NOV is a former employer of a current AP employee.
- National Union Insurance, an insurance provider to the Debtors, and affiliates (“NUI”) are adverse parties, adverse litigation parties, bondholders, creditors, customers, director-affiliated companies, insurance providers, lenders, litigation parties, contract parties, noteholders and vendors to current and former AP clients in matters unrelated to the Debtors. NUI is a current and former AP client in matters unrelated to the Debtors. NUI is a former employer of a current AP employee.
- National Union Insurance, an insurance provider to the Debtors, (“National Union”) are adverse litigation parties, bondholders, creditors, contract parties, insurance providers, lenders, litigation parties, related parties and vendors to current and former AP clients in matters unrelated to the Debtors.
- Neuberger Berman Investment Advisors, LLC, a noteholder to the Debtors, and affiliates (“Neuberger”) are associated companies, lenders, creditors, lienholders, bondholders, shareholders, and related parties to current and former AP clients in matters unrelated to the Debtors. Neuberger Berman is a former employer of a current AP employee.
- Neunerpate, a litigation party to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors.
- Nomura Corporate Financing Americas, LLC, Nomura Corporate Research and Asset Management, Inc. (U.S.) and Nomura Securities International, Inc., noteholders to the Debtors, and affiliates (“Nomura”) are adverse parties, bondholders, creditors, adverse litigation parties, contract parties, investors, lenders, lienholders, litigation parties, noteholders, related parties, professionals, and shareholders to current and former AP clients. Nomura is a current and former AP client in matters unrelated to the Debtors. Nomura is a former employer of a current AP employee.
- Ogletree, Deakins, Nash, Smoak & Stewart, P.C. (“Ogletree”), a litigation party to the Debtors, is an adverse party, adverse litigation party, professional, vendor, and counsel to current and former AP clients in matters unrelated to the Debtors. Ogletree is a former AP client in matters unrelated to the Debtors.

- Oppenheimer Funds, Inc, a noteholder to the Debtors, and affiliates (“Oppenheimer”) are adverse parties, bondholders, adverse litigation parties, creditors, investors, lenders, lienholders, related parties, professionals, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. Oppenheimer is a former AP client in matters unrelated to the Debtors.
- Opportune LLP, a professional in this bankruptcy matter, is a professional to former AP clients in matters unrelated to the Debtors. Opportune LLP is a former employer of a current AP employee.
- Paul Weiss Rifkind Wharton & Garrison LLP, a professional in this bankruptcy matter, (“Paul Weiss”) is a contract party, professional, creditor, vendor, lender, and counsel to current and former AP clients in matters unrelated to the Debtors. Paul Weiss is a current and former AP client in matters unrelated to the Debtors. Paul Weiss provides legal services to AP in matters unrelated to the Debtors. Paul Weiss is a former employer of current AP employees.
- Pharmacia Corporation, a litigation party to the Debtors, is a litigation party to a current AlixPartners client in matters unrelated to the Debtors.
- PIMCO - Pacific Investment Management Company, a noteholder to the Debtors, and affiliates (“PIMCO”) are lenders, investors, bondholders, lienholders, noteholders, litigation parties, adverse parties, professionals, associated company, and creditors to current and former AP clients in matters unrelated to the Debtors. PIMCO is a current AP client in matters unrelated to the Debtors. PIMCO is a former employer of a current AP employee.
- PJT Partners LP, a professional in this bankruptcy matter, and affiliates (“PJT”) are professionals, related parties and vendors to current AP clients in matters unrelated to the Debtors. PJT is a current and former AP client in matters unrelated to the Debtors. PJT is a vendor to AP. Also, an AP employee that is not working on this bankruptcy matter is the daughter of a Partner and Global Chairman of the Restructuring and Special Situation Group at PJT.
- Porter Hedges LLP, a professional in this bankruptcy matter and a litigation party to the Debtors, is a contract party, adverse litigation party, related party, professional, and opposing counsel to current and former AP clients in matters unrelated to the Debtors.
- PPM America Inc., a noteholder to the Debtors, and affiliates (“PPM”) are bondholders, contract parties, investors, noteholder, lenders, lessors, related parties and shareholders to current and former AP clients in matters unrelated to the Debtors. PPM is a former employer of a current AP employee.
- PricewaterhouseCoopers, a professional to the Debtors, and affiliates (“PwC”) are adverse parties, customers, professionals, opposing counsel, and creditors to current and former AP clients in matters unrelated to the Debtors. PwC provides tax and related consulting services to AP. PwC is a former AP client in matters unrelated to the Debtors. AP provides services to PwC in the ordinary course in matters unrelated to the Debtors. PwC is a former employer of certain employees, officers, directors, and shareholders of AP.
- Prime Clerk, a professional in this bankruptcy matter, is a professional, related party, vendor, and lessor to current and former AP clients in matters unrelated to the Debtors.

- Putnam Investment Management, LLC, a noteholder to the Debtors, and affiliates (“Putnam”) are creditors, bondholders, and adverse parties to current and former AP clients in matters unrelated to the Debtors. Putnam is a current and former AP client in matters unrelated to the Debtors.
- QBE Insurance Corporation, an insurance provider to the Debtors, and affiliates (“QBE”) are insurance providers to current and former AP clients in matters unrelated to the Debtors. QBE is a current AP client in matters unrelated to the Debtors. QBE is a former employer of a current AP employee. QBE is an insurance provider to AP.
- RBC Dominion Securities, Inc. and Royal Bank of Canada, lenders and noteholders to the Debtors, and affiliates (“RBC”) are adverse litigation parties, bondholders, shareholders, creditors, indenture trustees, litigation parties, adverse parties, contract parties, investors, professionals, related parties, vendors, banking service providers and lenders to current and former AP clients in matters unrelated to the Debtors. RBC is a current and former AP clients in matters unrelated to the Debtors. RBC is a former employer of a current AP employee.
- Regions Bank (Trust Department), a contract party to the Debtors, is a creditor, lender, noteholder, shareholder, vendor, and litigation party to current and former AP clients in matters unrelated to the Debtors.
- Reynolds Frizzell, LLP, a litigation party to the Debtors, is client counsel to a former AP client in matters unrelated to the Debtors.
- Riverstone Holdings, LLC, a director-affiliated company and shareholder to the Debtors, and affiliates (“Riverstone”) are shareholders, professionals, investors, creditors, lenders, affiliates, adverse litigation parties and parent companies to current and former AP clients in matters unrelated to the Debtors.
- Rothschild & Co., a professional in this bankruptcy matter, and affiliates are adverse parties, lenders, professionals, related parties and vendors to current and former AP clients in matters unrelated to the Debtors.
- Schiffer, Odom, Hicks & Johnson, PLLC, a litigation party to the Debtors, is a professional to a current AP client in matters unrelated to the Debtors.
- Scotiabank Inc. and The Bank of Nova Scotia, lenders to the Debtors, and affiliates (“Scotiabank”) are banking service providers, bondholders, creditors, lenders, lienholders, adverse litigation parties, noteholders, related parties, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. Scotiabank is a current and former AP client in matters unrelated to the Debtors. Scotiabank is a portfolio company of an AP investor.
- Scott Douglass & McConnico, LLP (“Scott Douglas”), a litigation party to the Debtors, is a professional to a current AP client in matters unrelated to the Debtors. Scott Douglas is a former AP client in matters unrelated to the Debtors.
- SG Americas Securities LLC, an equity holder to the Debtors, and affiliates (“SG”) are adverse litigation parties, bondholders, contract parties, shareholders, lenders, professionals and litigation parties to current and former AP clients in matters unrelated to the Debtors.

- Shackelford, Bowen, McKinley & Norton, LLP, a litigation party to the Debtors, is former AP client in matters unrelated to the Debtors.
- Shell Trading (US) Company, Shell Offshore, Inc. and Shell Oil Company, litigation parties and customers to the Debtors, and affiliates (“Shell”) are adverse parties, creditors, customers, contract parties, investors, lenders, adverse litigation parties, related parties, and vendors to current and former AP clients in matters unrelated to the Debtors. Shell is a former employer of a current AP employee.
- Silver Point Capital, LP (US), a noteholder to the Debtors, and affiliates are bondholders, lenders, noteholders, lienholders, shareholders, investors, related parties and creditors to current and former AP clients in matters unrelated to the Debtors.
- Societe Generale SA, a lender, creditor, lienholder and letter of credit party to the Debtors, and affiliates (“Societe Generale”) are bondholders, associated companies, professionals, lessors, vendors, creditors, adverse parties, adverse litigation parties and lenders to current and former AP clients in matters unrelated to the Debtors. Societe Generale is a former AP client in matters unrelated to the Debtors. Societe Generale is a former employer of a current AP employee.
- Squire Patton Boggs (US) LLP (“SPB”), a litigation party to the Debtors, is a creditor, counsel, related party, and professional to current and former AP clients in matters unrelated to the Debtors. SPB is a current and former AP client in matters unrelated to the Debtors. SPB is a vendor to AP.
- State of Michigan, a surety provider and beneficiaries party to the Debtors, (“Michigan”) is a litigation party, related party, taxing authority, bondholder and vendor to current and former AP clients in matters unrelated to the Debtors. Michigan is a former AP client in matters unrelated to the Debtors. Michigan is a former employer of current AP employees.
- State of Texas, a creditor, taxing authority and surety provider to the Debtors, is a professional, co-plaintiff, and adverse party to current and former AP clients in matters unrelated to the Debtors.
- State Street Global Advisors, a noteholder to the Debtors, and affiliates (“State Street”) are lenders, lienholders, creditors, bondholders, vendors, shareholders, adverse parties, associated parties, noteholders, contract parties, customers, lessors and indenture trustees to current and former AP clients in matters unrelated to the Debtors. State Street is a former AP client in matters unrelated to the Debtors.
- Steptoe & Johnson, a professional in this bankruptcy matter and a litigation party to the Debtors, is an adverse litigation party, counsel, professional, and vendor to current and former AP clients in matters unrelated to the Debtors. Steptoe & Johnson is a current and former AP client in matters unrelated to the Debtors.
- Stoel Rives, LLP, a professional in this bankruptcy matter, is a professional to former AP clients in matters unrelated to the Debtors.
- Strata Networks, a utility provider to the Debtors, is a vendor and related party to current and former AP clients in matters unrelated to the Debtors.

- Stroock & Stroock & Lavan, a professional in this bankruptcy matter, is a professional, opposing counsel, related party, and counsel to current and former AP clients in matters unrelated to the Debtors.
- Sumitomo Mitsui Banking Corp., a lender to the Debtors, and affiliates (“Sumitomo”) are adverse parties, adverse litigation parties, creditors, insurance providers, investors, lenders, related parties, parent companies, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. Sumitomo is a current and former AP client in matters unrelated to the Debtors. Sumitomo is a former employer of current AP employees.
- Suntrust Bank, a lender to the Debtors, and affiliates (“SunTrust”) are creditors, contract parties, investors, lenders, lienholders, customers, litigation parties, shareholders and vendors to current and former AP clients in matters unrelated to the Debtors. SunTrust is a former AP client in matters unrelated to the Debtors.
- Susman Godfrey LLP (“Susman Godfrey”), a professional in this bankruptcy matter and a litigation party to the Debtors, is a litigation party, opposing counsel, professional and vendor. Susman Godfrey is a current and former AP client in matters unrelated to the Debtors.
- Taft Stettinius & Hollister LLP (Taft”), a litigation party to the Debtors, is opposing counsel and professional to former AP clients in matters unrelated to the Debtors. Taft is a current AP client in matters unrelated to the Debtors.
- Tesoro Refining & Marketing and Tesoro Refining & Marketing Company, customers, creditors and contract parties to the Debtors, and affiliates (“Tesoro”) are contract parties, related parties, adverse parties, vendors, and litigation parties to current and former AP clients in matters unrelated to the Debtors.
- Texas Petroleum Investment Company, a litigation party to the Debtors, is a related party to a current AP client in matters unrelated to the Debtors.
- Thompson & Knight, LLP, (“Thompson”), a professional in this bankruptcy matter and a litigation party to the Debtors, is a professional and vendor to former AP clients in matters unrelated to the Debtors. Thompson is a former AP client in matters unrelated to the Debtors.
- TIAA-CREF Investment Management, LLC, a noteholder to the Debtors, and affiliates (“TIAA”) are customers, lessors, noteholders, adverse parties, lenders, creditors, shareholders, bondholders, insurance providers, investors, contract parties, and litigation parties to current and former AP clients in matters unrelated to the Debtors. TIAA is a former AP client in matters unrelated to the Debtors. TIAA is a former employer of a current AP employee.
- Toronto Dominion (New York) LLC, a lender to the Debtors, and affiliates (“TD”) are bondholders, contract parties, creditors, lenders, noteholders, related parties, shareholders, and vendors to current and former AP clients in matters unrelated to the Debtors. TD is a former AP client in matters unrelated to the Debtors.
- Total Petrochemical, a litigation party to the Debtors, and affiliates (“Total”) are contract parties, creditors, customers, vendors, investors, shareholders, joint venture entities, sellers and litigation parties to current and former AP clients in matters unrelated to the Debtors. Total is a former AP client in matters unrelated to the Debtors. Total is a portfolio company of an AP investor.

- Travelers Casualty and Surety Company of America and Travelers Property Casualty Group, surety providers, beneficiary parties, insurance providers, creditors, lienholders and letter of credit parties to the Debtors, and affiliates (“Travelers”) are insurance providers, creditors, lenders, bondholders, contract parties, adverse litigation parties, related parties, vendors, customers and adverse parties to current and former AP clients in matters unrelated to the Debtors. Travelers is a current and former AP client in matters unrelated to the Debtors.
- Twin City Fire Insurance Company (“Twin City Fire”), an insurance provider to the Debtors, is an adverse litigation party, litigation party, insurance provider, and contract party to current and former AP clients in matters unrelated to the Debtors. Twin City Fire is a former AP client in matters unrelated to the Debtors.
- UBS AG – Stamford Branch, UBS Asset Management (Americas) Inc. and UBS Securities, Inc., lenders and noteholders to the Debtors, and affiliates (“UBS”) are adverse parties, bondholders, adverse litigation parties, litigation parties, creditors, customers, contract parties, indenture trustees, investors, lenders, lienholders, noteholders, related parties, professionals, shareholders and vendors to current and former AP clients in matters unrelated to the Debtors. UBS is a current and former AP client in matters unrelated to the Debtors. UBS is a former employer of current AP employees. UBS is a vendor to AP.
- UMB Bank, NA (“UMB”), a noteholder to the Debtors, is a vendor, shareholder, indenture trustee, related party, banking service provider and creditor to current and former AP clients in matters unrelated to the Debtors. UMB is a current AP client in Windstream Holdings, Inc., an ongoing bankruptcy matter in which AP represents the unsecured creditors committee, in matters unrelated to the Debtors.
- The U.S. Department of Labor Occupational Safety and Health Administration (“DOL”), a government / regulatory agency in this bankruptcy matter, is an adverse party, lender, litigation party and related party to current and former AP clients in matters unrelated to the Debtors. DOL is a current and former AP client in matters unrelated to the Debtors.
- US Specialty Insurance Company, an insurance provider to the Debtors, and affiliates (“US Specialty”) are insurance providers, creditors, related parties, litigation parties, and bondholders to current and former AP clients in matters unrelated to the Debtors. U.S. Specialty is a former AP client in matters unrelated to the Debtors.
- USAA Asset Management Company, a noteholder to the Debtors, and affiliates (“USAA”) are bondholders, contract parties, creditors, customers, lenders, lienholders, litigation parties, noteholders, and shareholders to current and former AP clients in matters unrelated to the Debtors. USAA is a current and former AP client in matters unrelated to the Debtors.
- Verizon Business, a utility provider to the Debtors, and affiliates (“Verizon”) are vendors, lessors, creditors, customers, contract parties, parent companies, litigation parties, and related parties to current and former AP clients in matters unrelated to the Debtors. Verizon is a current and former AP client in matters unrelated to the Debtors. Verizon is a former employer of current AP employees. Verizon is a vendor to AP.
- Vinson & Elkins LLP (“V&E”), a professional in this bankruptcy matter and a litigation party to the Debtors, is a professional, vendor, counsel and opposing counsel to current and former AP

clients in matters unrelated to the Debtors. V&E is a current and former AP client in matters unrelated to the Debtors.

- Wachtell, Lipton, Rosen & Katz (“Wachtell”), a litigation party to the Debtors, is a professional, shareholder and counsel to current and former AP clients in matters unrelated to the Debtors. Wachtell is a current and former AP client in matters unrelated to the Debtors.
- Weatherford Artificial Lift, Weatherford International Plc., Weatherford International, Inc. and Weatherford US LP, taxing/licensing/regulatory/reclamation/bonding/permitting authorities, creditors and litigation parties to the Debtors, and affiliates (“Weatherford”) are vendors, creditors, related parties and contract parties to current and former AP clients in matters unrelated to the Debtors.
- Weil, Gotshal & Manges LLP (“WG&M”), a professional in this bankruptcy matter, is a professional, counsel, contract party, opposing counsel, adverse litigation party and vendor to current and former AP clients in matters unrelated to the Debtors. WG&M is a current and former AP client in matters unrelated to the Debtors. WG&M provides legal service to AP.
- Wells Fargo, N.A., Wells Capital Management and Wells Fargo Securities, lenders and noteholders to the Debtors, and affiliates (“Wells Fargo”), are lenders, banking service providers, creditors, lienholders, bondholders, indenture trustees, litigation parties, defendants, plaintiffs, adverse parties, customers, lessors, lessees, noteholders, insurance providers, associated companies, investors, trustees, professionals, contract parties, shareholders and vendors to current and former AP clients in matters unrelated to the Debtors. Wells Fargo is a former AP client in matters unrelated to the Debtors.
- White & Case, a professional in interest in this bankruptcy matter, is a professional, opposing counsel, vendor and co-counsel to current and former AP clients in matters unrelated to the Debtors. White & Case is a current and former AP client in matters unrelated to the Debtors. White & Case is a former employer of a current AP employee.
- Wilmington Savings Fund Society (“WSFS”), a creditor to the Debtors, is a creditor, vendor, related party, lender and indenture trustee to current and former AP clients in matters unrelated to the Debtors. WSFS is a former AP client in matters unrelated to the Debtors.
- Wilmington Trust NA, a creditor and noteholder to the Debtors, and affiliates (“Wilmington”) are adverse litigation parties, creditors, lenders, contract parties, indenture trustees, bondholders, litigation parties, shareholders, trustees, lienholders, vendors and related party to current and former AP clients in matters unrelated to the Debtors. Wilmington is a current AP client in matters unrelated to the Debtors.
- Winstead PC, a litigation party to the Debtors, is a litigation party, client counsel, professional, and vendor to current and former AP clients in matters unrelated to the Debtors. Winstead PC is a former AP client in matters unrelated to the Debtors.
- Wolverine Flagship Fund Trading Limited, noteholders to the Debtors, and affiliates are bondholders, indenture trustees, noteholders, related parties, and shareholders to current and former AP clients in matters unrelated to the Debtors.

- XL Specialty Insurance, an insurance provider to the Debtors, and affiliates (“XL”) are bondholders, adverse litigation parties, creditors, insurance providers, lenders, lessors, contract parties, litigation parties, related parties and lenders to current AP clients in matters unrelated to the Debtors. XL is an insurance provider to AP.
- Zurich American Insurance Company, an insurance provider to the Debtors, and affiliates (“Zurich”) are creditors, vendors, contract parties, insurance providers, lenders and litigation parties to current and former AP clients in matters unrelated to the Debtors. Zurich is a current and former AP client in matters unrelated to the Debtors. Zurich is a vendor to AP. Zurich is a former employer of current AP employees.

29. AlixPartners and its affiliates are advisors and crisis managers providing services and advice in many areas, including restructuring and distressed debt. As part of its diverse practice, AlixPartners appears in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these chapter 11 cases. Further, AlixPartners has in the past, and may in the future, be represented by various attorneys and law firms, some of whom may be involved in these chapter 11 cases. In addition, AlixPartners has been in the past, and likely will be in the future, engaged in matters unrelated to the Debtors or these chapter 11 cases in which it works with or in opposition to other professionals involved in these chapter 11 cases. Moreover, AlixPartners might have referred work to other professionals who are retained in these chapter 11 cases. Likewise, certain such professionals who are retained in these chapter 11 cases might have referred work to AlixPartners. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these business relationships constitute interests adverse to these chapter 11 cases.

30. From time to time, AlixPartners has provided services, and likely will continue to provide services, to certain creditors of the Debtors and various other parties adverse to the Debtors in matters wholly unrelated to these chapter 11 cases. As described herein, however, AlixPartners has undertaken a detailed search to determine, and to disclose, whether it is

providing or has provided services to any significant creditor, equity security holder, insider or other party in interest in such unrelated matters.

31. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, none of AlixPartners' personnel (a) have any connection with the U.S. Trustee, or any employee in the Office of the U.S. Trustee; or (b) are related or connected to any United States Bankruptcy Judge for the Southern District of Texas, Houston Division, except as otherwise set forth herein.

32. To the best of my knowledge, none of the members of the engagement team or AP is a direct holder of any of the Debtors' securities. It is possible that members of the engagement team or certain of AlixPartners employees, managing directors, board members, equity holders, or an affiliate of any of the foregoing, may own interests in mutual funds or other investment vehicles (including various types of private funds) that own the Debtors' or other parties in interest's debt or equity securities or other financial instruments, including bank loans and other obligations. Typically, the holders of such interests have no control over investment decisions related to such investment funds or financial instruments. AlixPartners' policy prohibits its employees from personally trading in the Debtors' securities.

33. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, AlixPartners has not been retained to assist any entity or person other than the Committee on matters relating to, or in direct connection with, these chapter 11 cases. AlixPartners will continue to provide professional services to entities that may be creditors or equity security holders of the Debtors or other parties in interest in these chapter 11 cases, provided that such services do not relate to, or have any direct connection with, these chapter 11 cases.

34. Certain of AlixPartners' employees, managing directors, board members, equity holders, or an affiliate of any of the foregoing may have financial accounts or insurance relationships with a potential party in interest.

35. Despite the efforts described above to identify and disclose the connections that AlixPartners has with parties in interest in these chapter 11 cases, because the Debtors form a large enterprise with numerous creditors and other relationships, AlixPartners is unable to state with certainty that every client relationship or other connection has been identified and disclosed.

36. In accordance with section 504 of the Bankruptcy Code and Bankruptcy Rule 2016, neither I nor AlixPartners has entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor, or any attorney for such party in interest in these chapter 11 cases, (a) for the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (b) for payment of such compensation from the assets of the estates in excess of the compensation allowed by the Court pursuant to the applicable provisions of the Bankruptcy Code, or (c) for payment of compensation in connection with these chapter 11 cases other than in accordance with the applicable provisions of the Bankruptcy Code.

37. Accordingly, except as otherwise set forth herein, insofar as I have been able to determine, neither I, AlixPartners nor any AlixPartners' personnel holds or represents any interest adverse to the Committee, Debtors or their estates, and AlixPartners is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that AlixPartners and its professionals and employees who will work on the engagement:

(a) are not creditors, equity security holders, or insiders of the Debtors;

- (b) were not, within two years before the Petition Date, a director, officer or employee of the Debtors; and
- (c) do not have an interest materially adverse to the interest of the Debtors' estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

38. If AlixPartners discovers additional information that requires disclosure, AlixPartners will promptly file a supplemental disclosure with the Court as required by Bankruptcy Rule 2014. AlixPartners reserves the right to supplement this Declaration in the event that AlixPartners discovers any facts bearing on matters described in this Declaration regarding AlixPartners' employment by the Committee.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Date: November 22, 2019

/s/ David MacGreevey

David MacGreevey
Managing Director

Schedule 1

Potential Parties in Interest

Parties-In-Interest List Provided By The Debtors

DEBTORS

EP Energy Corporation
EP Energy E&P Company, L.P.
EP Energy Global LLC
EP Energy LLC
EP Energy Management, L.L.C.
EP Energy Resale Company, L.L.C.
EPE Acquisition, LLC
Everest Acquisition Finance Inc.

NON-DEBTOR

AFFILIATES/PARENT/SUBSIDIARIES

EPE Employee Holdings II, LLC

**OTHER NAMES USED BY DEBTORS IN
LAST EIGHT (8) YEARS**

Crystal E&P Company, L.P.
El Paso E&P Company, L.P.
El Paso EPE Merger Company
El Paso Exploration & Production Company
El Paso Exploration & Production Management,
Inc.
El Paso Production Holding Company
El Paso Production Resale Company
El Paso Production Resale Company, L.L.C.
EPE Holdings LLC
EPE Intermediate LLC
EPE Nominee Corp.
EPE TempCo LLC
EP Energy Brazil, L.L.C.
EP Energy Corporation
EP Energy Gathering Company, L.L.C.
EP Energy Preferred Holdings Company, L.L.C.
EP Energy, L.L.C.
Everest Acquisition LLC
MBOW Four Star, L.L.C.

DEBTORS' FORMER

AFFILIATES/MERGED ENTITIES

Crystal E&P Company, L.P.
El Paso EPE Merger Company
EP Energy Brazil, L.L.C.
EP Energy Gathering Company, L.L.C.
EP Energy Preferred Holdings Company, L.L.C.
EPE Holdings LLC
EPE Intermediate LLC
EPE Nominee Corp.
EPE TempCo LLC
MBOW Four Star, L.L.C.

**CURRENT DIRECTORS, OFFICERS, AND
MANAGERS OF DEBTORS**

Alan R. Crain
Carol Flaton
Chad D. England
Dennis M. Price
Donald A. Wagner
Gregory Beard
J. Barton Kalsu
Jace D. Locke
Jae Hwii Gwag
Kyle A. McCuen
Mark E. Hargis
Peter D. Addison
Rajen Mahagaokar
Rakesh Wilson
Raymond J. Ambrose
Robert C. Reeves
Robert M. Tichio
Russell E. Parker
Scott R. Browning
Wilson B. Handler

**FORMER DIRECTORS AND OFFICERS
OF DEBTORS**

Brent J. Smolik
Clayton A. Carrell
Francis C. Olmsted III
Frank W. Falleri
Gregory D. Givens
Joan M. Gallagher
Marguerite N. Woung-Chapman
Richard H. Little
William Quentin Dyson

**KNOWN AFFILIATIONS OF DEBTORS'
DIRECTORS**

Access Industries, Inc.
American Arbitration Association
American Petroleum Partners, LLC
AP Shale Logistics Holdco LLC (a/k/a
Tidewater Logistics)
Apex Energy, LLC
Apollo Global Management, LLC
Banff Parent Inc.
Belvedere Royalties, LLC
Bullseye Testing LLC
Caelus Energy Alaska, LLC

Calpine Corporation
 Centennial Resource Development
 CSV Midstream Solutions GP LLC
 Desert Downhold LLC
 Double Eagle Energy Holdings
 DoublePoint Energy, LLC
 ES Platform Holdings, Inc. (a/k/a Express Energy Services)
 Harvey Gulf International Marine
 Hastings Equity Partners
 Hill Country Rally for Kids
 Incline Niobrara Partners LP
 Jupiter Resources GP LLC
 KNOC
 Momentum Minerals, LLC
 National Association of Corporate Directors
 Texas Tri-Cities
 Northwoods Energy LLC
 Pegasus Optimization Partners, LLC
 Pipestone Energy Corp.
 Resource Energy Partners, LLC
 Riverstone Holdings, LLC
 Roundtable Energy Holdings, LLC
 Solar Soccer Club
 Solar Winds, Inc.
 Spartan Energy Acquisition Corporation
 Talos Energy Inc. (f/k/a Talos Energy, LLC)
 Texas Center
 The Asia Society
 The Institute for Transnational Arbitration
 Tumbleweed Royalty, LLC
 Warner Music Group
 Wolfcamp DrillCo, LLC
 World Affairs Council of Houston

RBL ADMINISTRATIVE AGENT

J.P. Morgan Chase Bank, N.A.

RBL LENDERS

Bank of America Credit Products, N.A.
 Bank of America, N.A.
 BMO Harris Financing, Inc.
 Canadian Imperial Bank of Commerce – New York Branch
 Capital One, National Association
 Citibank, N.A.
 Citigroup Financial Products, Inc.
 Citizens Bank, National Association
 Comerica Bank
 Compass Bank
 Credit Suisse AG, Cayman Islands Branch

Credit Suisse Loan Funding LLC
 Deutsche Bank AG New York Branch
 DNB Capital LLC
 Goldman Sachs Bank USA
 ING Capital LLC
 J.P. Morgan Chase Bank, N.A.
 Mizuho Bank, Ltd.
 Nomura Corporate Financing Americas, LLC
 Royal Bank of Canada
 Scotiabank Inc.
 Societe Generale
 Sumitomo Mitsui Banking Corporation
 SunTrust Bank
 The Bank of Nova Scotia
 Toronto Dominion (New York) LLC
 UBS AG – Stamford Branch
 Wells Fargo, National Bank Association

HEDGE COUNTERPARTIES

Citibank, N.A.
 DNB Bank ASA
 J. Aron & Company
 JPMorgan Chase Bank, N.A.
 Merrill Lynch Commodities, Inc.

**SENIOR SECURED AND SENIOR NOTES
 INDENTURE TRUSTEES**

Wilmington Trust, National Association
 Wilmington Savings Fund Society FSB
 UMB Bank, National Association
 BOKF, NA

**KNOWN CURRENT OR FORMER
 HOLDERS OF 9.375% SENIOR SECURED
 NOTES DUE 2024**

Access Industries, Inc.
 AllianceBernstein, L.P. (U.S.)
 Apollo Capital Management, L.P.
 Avenue Capital Management II, L.P.
 Bank of America Merrill Lynch Proprietary Trading
 Barclays Capital, Inc.
 BlackRock Advisors, LLC
 Calamos Advisors, LLC
 Cross Sound Management
 DBX Advisors, LLC
 Elliott Management Corporation / Elliott Associates, L.P. / Elliott International, L.P.
 Invesco Advisers, Inc.
 J.P. Morgan Investment Management, Inc.
 Mellon Investment Corporation

Newfleet Asset Management, LLC
 Nomura Corporate Research and Asset Management, Inc. (U.S.)
 PIMCO – Pacific Investment Management Company
 Principal Global Investors, LLC
 Proshare Advisors LLC
 Schroder Investment Management North America, Inc.
 Shelton Capital Management
 State Street Global Advisors (SSgA)
 UBS Asset Management (Americas) Inc.
 Waddell & Reed Investment Management Company
 Zürcher Kantonalbank

**KNOWN CURRENT OR FORMER
 HOLDERS OF 8.00% SENIOR SECURED
 NOTES DUE 2024**

Aegon USA Investment Management, LLC
 Algebris Investments (UK), LLP
 American Century Investment Management, Inc.
 Arena Capital Advisors, LLC
 Avenue Capital Management II, L.P.
 Barings, LLC
 Blackrock Advisors, LLC
 BMO Asset Management, Inc.
 Brookfield Investment Management, Inc.
 Capital Research & Management Company (U.S.)
 Citigroup Global Advisors, Inc.
 Clark Capital Management Group, Inc.
 Crescent Capital Group, L.P.
 Davidson Kempner Capital Management, L.P.
 DBX Advisors, LLC
 Eaton Vance Management
 Elliott Management Corporation / Elliott Associates, L.P. / Elliott International, L.P.
 Federated Investment Management Company
 Fidelity Management & Research Company
 GSAM Stable Value, LLC
 HSBC Securities (USA), Inc.
 Invesco Advisers, Inc.
 J.P. Morgan Investment Management, Inc.
 Mason Street Advisors, LLC
 Mellon Investments Corporation
 Monarch Alternative Capital, L.P. (U.S.)
 Newfleet Asset Management, LLC
 Nomura Corporate Research and Asset Management, Inc. (U.S.)
 OppenheimerFunds, Inc.

PPM America, Inc.
 Putnam Investment Management, LLC
 Schroder Investment Management North America, Inc.
 Silver Point Capital, L.P. (U.S.)
 State Street Global Advisors (SSgA)
 Wells Capital Management, Inc.
 Wells Fargo Securities, LLC
 Zürcher Kantonalbank

**KNOWN CURRENT OR FORMER
 HOLDERS OF 8.00% SENIOR SECURED
 NOTES DUE 2025**

Access Industries, Inc.
 AllianceBernstein, L.P. (U.S.)
 Apollo Capital Management, L.P.
 Avenue Capital Management II, L.P.
 Barclays Capital, Inc.
 Barings, LLC
 BlackRock Advisors, LLC
 Citigroup Global Markets, Inc.
 DBX Advisors, LLC
 Elliott Management Corporation / Elliott Associates, L.P. / Elliott International, L.P.
 J.P. Morgan Investment Management, Inc.
 Mellon Investments Corporation
 New Jersey Division of Investment
 Newfleet Asset Management, LLC
 Nomura Corporate Research and Asset Management, Inc. (U.S.)
 NYL Investors, LLC
 Schroder Investment Management North America, Inc.
 State Street Global Advisors (SSgA)
 Waddell & Reed Investment Management Company
 Well Fargo Securities, LLC

**KNOWN CURRENT OR FORMER
 HOLDERS OF 7.75% SENIOR SECURED
 NOTES DUE 2026**

Aegon USA Investment Management, LLC
 AllianceBernstein, L.P. (U.S.)
 Angelo Gordon & Company, L.P.
 APG Asset Management US, Inc.
 Bank of America Merrill Lynch Proprietary Trading
 Bank of Montreal
 Barclays Capital, Inc.
 Barings, LLC
 BlackRock Advisors, LLC

Blackstone Group L.P.
 BlueBay Asset Management, LLP
 BMO Asset Management, Inc.
 BNP Paribas Arbitrage S.A. (U.S.)
 Brigade Capital Management, L.P.
 Calamos Advisors, LLC
 Capital Research & Management Company (U.S.)
 Clark Capital Management Group, Inc.
 Columbia Management Investment Advisers, LLC
 Crescent Capital Group, L.P.
 Davidson Kempner Capital Management, L.P.
 DBX Advisors, LLC
 DoubleLine Capital, L.P.
 DuPont Capital Management Corporation
 Eaton Vance Management
 Elliott Management Corporation / Elliott Associates, L.P. / Elliott International, L.P.
 Fidelity Management & Research Company
 Fiera Capital Corporation (Asset Management)
 Global Credit Advisers, LLC
 GSAM Stable Value, LLC
 HSBC Securities (USA), Inc.
 Invesco Advisers, Inc.
 J.P. Morgan Investment Management, Inc.
 Kuwait Investment Authority
 Logan Circle Partners, L.P.
 Mellon Investments Corporation
 Monarch Alternative Capital, L.P. (U.S.)
 Newfleet Asset Management, LLC
 Nomura Securities International, Inc.
 OppenheimerFunds, Inc.
 Pacific Life Fund Advisors, LLC
 PIMCO - Pacific Investment Management Company
 PineBridge Investments LLC
 PPM America, Inc.
 Principal Global Investors, LLC
 ProFund Advisors, LLC
 Purpose Investments, Inc.
 Putnam Investment Management, LLC
 Scarsdale Capital LLC
 SG Americas Securities, LLC
 SKY Harbor Capital Management, LLC
 State Street Global Advisors (SSgA)
 TIAA-CREF Investment Management, LLC
 Waddell & Reed Investment Management Company
 Wellington Management Company, LLP
 Wells Fargo Securities, LLC

**KNOWN CURRENT OR FORMER
 HOLDERS OF 9.375% SENIOR
 UNSECURED NOTES DUE 2020**

Allianz Global Investors U.S., LLC
 American Century Investment Management, Inc.
 Artisan Partners, L.P.
 Barclays Capital, Inc.
 Benefit Street Partners, LLC
 BlackRock Advisors, LLC
 Brownstone Investment Group, LLC
 Citadel Securities, LLC
 Crescent Capital Group, L.P.
 Davidson Kempner Capital Management, L.P.
 Garland Business Corporation
 Goldman Sachs Asset Management, L.P. (U.S.)
 HSBC Bank PLC
 HSBC Securities (USA), Inc.
 Invesco Advisers, Inc.
 Monarch Alternative Capital, L.P. (U.S.)
 Nomura Corporate Research and Asset Management, Inc. (U.S.)
 Putnam Investment Management, LLC
 RBC Dominion Securities, Inc.
 UBS Securities, Inc.
 Vontobel Asset Management AG (Switzerland)
 W.R. Huff Asset Management Co., LLC

**KNOWN CURRENT OR FORMER
 HOLDERS OF 7.75% SENIOR
 UNSECURED NOTES DUE 2022**

AllianceBernstein, L.P. (U.S.)
 Angelo Gordon & Company, L.P.
 Arena Capital Advisors, LLC
 Avenue Capital Management II, L.P.
 AZ Swiss & Partners S.A.
 Brownstone Investment Group, LLC
 Durig Capital, LLC
 Garland Business Corporation
 Neuberger Berman Investment Advisers, LLC
 Pacific Life Fund Advisors, LLC
 USAA Asset Management Company
 Wasserstein & Co., L.P.

**KNOWN CURRENT OR FORMER
 HOLDERS OF 6.375% SENIOR
 UNSECURED NOTES DUE 2023**

Aegon USA Investment Management, LLC
 Allianz Global Investors U.S., LLC
 American Century Investment Management, Inc.
 Arena Capital Advisors, LLC
 Avenue Capital Management II, L.P.

Bank of America Merrill Lynch Proprietary Trading
 BlackRock Advisors, LLC
 Brookfield Investment Management, Inc.
 Credit Suisse Securities (USA), LLC
 Federated Investment Management Company
 Fisch Asset Management AG
 Ironman Capital Management, LLC
 Jefferies, LLC
 Mellon Investments Corporation
 Monarch Alternative Capital, L.P. (U.S.)
 Neuberger Berman Investment Advisers, LLC
 Newfleet Asset Management, LLC
 Nomura Corporate Research and Asset Management, Inc. (U.S.)
 Provident Investment Management, LLC
 State Street Global Advisors (SSgA)
 Wasserstein & Co., L.P.
 Westfield Investment, LLC

DEPOSITORY/DISBURSEMENT BANKS

J.P. Morgan Chase Bank, N.A.
 The Bank of New York Mellon

**KNOWN COMMON STOCKHOLDERS
 (GREATER THAN 5%)**

Access Industries, Inc.
 Apollo Global Management, LLC
 Korea National Oil Corporation
 Riverstone Holdings, LLC

**INSURANCE PROVIDERS/INSURANCE
 BROKERS**

ACE American Insurance Company
 AIG Specialty
 AON Energy
 AON Risk Services Southwest Inc.
 Arch Insurance Company
 Ascot Underwriting, Inc.
 Axis Insurance Company
 Beazley Group
 Berkley Insurance Company
 Berkley National Insurance Company
 Berkley Offshore Underwriting Managers
 Berkley/Starnet
 Continental Casualty Company
 Federal Insurance Company
 Freedom Specialty Insurance Company
 Hartford
 Illinois National Insurance Company
 Ironshore Specialty Insurance

Liberty Mutual Insurance
 Lincoln Life Assurance Co.
 Markel American Insurance Company
 Markel International Insurance Company Ltd.
 National Union Insurance
 Navigators Insurance Company
 Navigators Specialty Insurance Company
 Old Republic Professional Liability, Inc.
 QBE Insurance Corporation
 Steadfast (Zurich) Insurance Company
 Steadfast Insurance Company
 Travelers Casualty and Surety Company of America
 Twin City Fire Insurance Company
 US Specialty Insurance Company
 XL Specialty Insurance Company
 Zurich American Insurance Company

**SURETY
 PROVIDERS/BENEFICIARIES/BROKERS**

AON
 Argo Group
 City of Laredo, Texas
 Duchesne County
 El Clarendo Minerals, Ltd.
 LaSalle County, Texas
 Medina Electric Cooperative, Inc.
 Moon Lake Electric Association, Inc.
 Oklahoma Corporation Commission
 RLI Group
 State of Alabama
 State of Colorado
 State of Michigan
 State of North Dakota
 State of Oklahoma
 State of Texas
 State of Texas, Railroad Commission of Texas
 State of Utah
 State of Utah – Department of Natural Resources
 State of Wyoming
 Texas Department of Transportation
 Traveler's Property Casualty Group
 U.S. Environmental Protection Agency
 Uintah County
 United States Department of the Interior
 United States Department of the Interior, Bureau of Indian Affairs
 United States of America
 United States of America – Department of the Interior, Minerals Management Service

Utah Department of Transportation
Utah Division of Wildlife Resources

**TOP 30 LARGEST UNSECURED
CREDITORS OF DEBTORS**

Allied Horizontal Wireline Services
Archrock Services LP
Baker Hughes
Basic Energy Services Inc.
Camino Real Gathering Company LLC
DNOV L.P.
Frio LaSalle Pipeline LP
FTS International Services LLC
Halliburton Energy Services, Inc.
Independence Oilfield Chemicals LLC
J-W Power Company
Maltsberger/Storey Ranch, LLC
Multi Chem
Nabors Drilling Technologies USA Inc.
NGL Water Solutions Eagle Ford LLC
Office of Natural Resources Revenue (Ute
Tribal)
Premier Pipe LLC
Ritchie Farms Ltd
Ruby Pipeline L.L.C.
State of Texas
Storey Minerals, Ltd., Maltsberger/Storey
Ranch, LLC, and Rene R. Barrientos, Ltd.
Tesoro Refining & Marketing Company LLC
Tetra Production Testing Services, LLC
Texas Chrome Transport Inc.
Texas Fueling Services, Inc.
University Lands
Utah State Tax Commission
Weatherford International Plc.
Wilmington Savings Fund Society
Wilmington Trust

**OTHER SECURED CREDITORS AND
PARTIES WHO HAVE FILED LIENS/
LETTERS OF CREDIT
COUNTERPARTIES/ISSUERS OF
LETTERS OF CREDIT**

Argonaut Insurance Co.
Bank of America, N.A.
BNP Paribas
BNP Paribas New York Branch
Camino Real Gathering Company, L.L.C.
Cima Energy, L.P.
Citibank, N.A.
Devon Energy Production Company, L.P.

Eastex Crude Company
EPC Building, LLC
JP Energy Products Supply, LLC
J.P. Morgan Chase Bank, N.A.
Lloyd's Bank Plc
Medina Electric Coop, Inc.
MUFG Bank, Ltd.
Ruby Pipeline, L.L.C.
Societe Generale
Trailstone Energy Marketing, LLC
Travelers Casualty and Surety Company of
America
Twin Eagle Resource Management, LLC
Vitol, Inc.

**PARTIES TO MATERIAL CONTRACTS
WITH DEBTORS**

Amid Energy Products Supply, LLC
Amid Silver Dollar Pipeline
Archrock Partners Operating LLC
BL Pipeco Services, Inc.
Bosque Disposal Systems LLC
Camino Real Gathering Company, L.L.C.
CDM Resource Management LLC
DCP Operating Company, L.P.
Eagle Ford Gathering LLC
East Duchesne Water District
El Paso Midstream Group, Inc.
El Paso Midstream Investment Company LLC
Enterprise Hydrocarbons L.P.
Enterprise Texas Pipeline LLC
EPEC Realty, Inc.
ETC Texas Pipeline Ltd.
EVX
Flint Hills Resources, L.P.
Frio LaSalle Pipeline LP
FTS International Services LLC
GRM Information Management Services
Kinder Morgan Altamont LLC
Landmark/Halliburton
LTD dba Vista Sand
Moon Lake Electric Association, Inc.
Oildex
P2 Energy
Patterson UTI Drilling LLC
Pegasus Optimization Managers LLC
Premier Pipe LLC
Ruby Pipeline L.L.C.
Superior Silica Sands LLC
Tesoro Refining & Marketing Company
University Lands

USA Compression Partners LLC
WTG Benedum Joint Venture
WTG South Permian Midstream LLC

**COUNTERPARTIES TO JOINT
INTEREST BILLING CONTRACTS WITH
DEBTORS**

Altamont Energy LLC
Burlington Resources Oil & Gas
Chesapeake Exploration, LLC
CNOOC Energy USA LLC
Crescent Point Energy US Corp
Equinor Texas Onshore Prop LLC
GREP Longhorn LLC
GREP Spider LLC
Marathon Petroleum
MRC Energy Company
Newfield Production Company
OOGC America LLC
Robert L Bayless Producer LLC
SEM Operating Company
Silver Eagle Refining – Woods
Statoil Texas Onshore
Tesoro Refining & Marketing
USG Prop Eagle Ford IV LLC
UTE Energy Exploration
Wolfcamp Drillco Operating

**PARTIES TO MATERIAL UNEXPIRED
LEASES WITH DEBTORS**

EPEC Realty, Inc.
GRM
Pioneer Contract Services, Inc.
Reagan County Homes, Inc.

**PARTIES TO MATERIAL ROYALTY
CONTRACTS WITH DEBTORS**

Altamont Energy LLC
Barrientos Ltd., Rene R
Baylor- McLean Investments TR
Black Stone Minerals
Burlington Resources Oil & Gas
CNOOC Energy USA, LLC
Crescent Point Energy US Corp
CROFF Oil Company Inc.
Donaldson Brown
Donaldson Brown Lasalle Wkg
Donnell Minerals L P.
Duchesne County
Eliason Eight LLC
Equinor Texas Onshore

Finley Production Co. LP
Hinojosa Life Trust
Hixon Properties, Inc.
JLowe Minerals Ltd.
K Crescent LLC
Kinbell Royalty Holdings LLC
Lehman Oil & Gas
M C Whitwell Minerals, Ltd.
Maltsberger LLC
Maltsberger/Storey Ranch, LLC
Mellenbruch Family
Merrill Todd Cearley
MKM Partnership, LP
MRC Energy Company
Newfield Production Company
Newman A TS, LP
Office of Natural Resources – (Ute Allottee)
Office of Natural Resources – (Ute Tribal)
Pinata Minerals Ltd.
Pokorny Management Ltd.
Reed-George Land &
Regions Bank, Trust Department
Ritchie Farms Ltd.
Robert L Bayless Producer LLC
Rocky Comfort Mineral
Scott, David V
Sheri Anne Mumme
SHS 2003 Trust
Silver Eagle Refining – Woods
Southern C's Oil & Gas, L.P.
Storey Minerals, Ltd.
Tesoro Refining & Marketing
Texas GLO
RequestedTexas University Lands
The McLean Found Revocable Trust
Trochesset, Larry A
USG Prop Eagle Ford IV LLC
Ute Distribution Corporation – UDC (Ute Tribal)
Whiwell-Morgan Management Ltd.
Wolfcamp Drillco Operating LP

**PARTIES WITH MATERIAL ROYALTIES
IN SUSPENSE**

Boot Creek Royalty Ltd.
Breitling Royalties Corporation
Bright Rock Energy LLC
Curtis Farms Ventures LP
Duchesne County
FS Minerals, Ltd.
Howard & Hornsby Holdings

Mellenbruch Family Partnership LP
Michael G. Neumeyer
Nancy B. Gilbert Family Living Trust
Requested Office of Natural Resources for
Bureau of Indian Affairs Uintah & Ouray
Office of Natural Resources for Bureau of
Indian Affairs Ute Indian Tribe
Richard Robert Hardin, Jr.
Rocky Comfort – Hixon 35H
Rocky Comfort – Hixon 37H
Ute Distribution Corporation

**MAJOR BENEFITS ADMINISTRATORS
OR ADDITIONAL THIRD-PARTY
ADMINISTRATORS**

Blue Cross Blue Shield
Bristol Global Relocation
CSI International
Cybergrants
Empower Retirement
Hyatt Legal
InfoArmour / InfoArmor
Mellon Bank
Payflex
Shareworks/Solium
Ultimate Software Group

**TAXING/LICENSING/REGULATORY/RE
CLAMATION/BONDING/PERMITTING
AUTHORITIES**

Atascosa County
Ballard City
Brazoria County
Cass County
Charlotte ISD
City of Laredo
Colorado Oil & Gas Conservation Commission
Commissioners of the Land Office, State of
Oklahoma
Cotulla ISD
Crockett County Tax Assessor Collector
Cypress-Fairbanks ISD
Dawson County CAD
Dimmit County Tax Assessor
Duchesne County
Duchesne County (UT)
Duval County
Ector County
Freer ISD
Frio CAD
Frio County

Gaines CAD
Galveston CAD
Glasscock County
Gonzales County
Goose Creek CISD
Guadalupe County
Harris County
Harrison County CAD
Harrison Tax Office County
Irion County
Kent CAD
Klein ISD
La Salle County
Live Oak County
Louisiana Department of Natural Resources
Loving County
McMullen County
Michigan Department of Environment, Great
Lakes, and Energy
Midland CAD
Milam CAD
Montague CAD
Montague County
North Dakota Industrial Commission – Oil and
Gas Division
NW Harris County MUD
Ochiltree CAD
Oklahoma Corporation Commission
Oklahoma Department of Wildlife Conservation
Oklahoma Secretary of State
Pecos County
Railroad Commission of Texas
Reagan County
Rusk County
State Comptroller (Texas)
State of Delaware
State of Texas
State of Utah
State of Utah School and Institutional Trust
Lands Administration
State Oil and Gas Board of Alabama
Stonewall CAD
Stonewall County
Terry CAD
Texas Commission on Environmental Quality
Texas Comptroller of Public Accounts
Texas Department of Transportation
Texas General Land Office
Travis County
Uintah County (UT)
United ISD

United States Department of Labor –
Occupational Safety & Health Administration
United States Department of the Interior –
Bureau of Indian Affairs
United States Department of the Interior –
Bureau of Land Management
United States Department of the Interior –
Bureau of Safety and Environmental
Enforcement
United States Department of the Interior –
Ocean Energy Management
United States Department of the Interior –
Office of Natural Resources Revenue
United States Department of Transportation –
Federal Aviation Administration
United States Department of Transportation –
Pipeline and Hazardous Materials Safety
Administration
United States Environmental Protection Agency
Upshur County
Upton CAD
Utah Department of Environmental Quality
Utah Department of Natural Resources –
Division of Wildlife Resources
Utah Department of Transportation
Utah State Tax Commission
Utah State Tax Commissioner
Ute Indian Tribe – Ute Tribe Employment
Rights Office
Ute Tribe
Webb County
Wheeler County
Winkler County
Wink-Loving ISD
Wintergarden Groundwater Conservation
District
Wyoming Oil & Gas Conservation Commission

MATERIAL SUPPLIERS AND VENDORS

Allied Wireline Services LLC
Archrock Services LP
Atlas Oil Company
Aycock Inc.
B&L Pipeco Services Inc.
Baker Hughes
Camino Real Gathering Company LLC
Chesapeake Energy Corporation FBO
DNOW LP
ETC Texas Pipeline Ltd
Frio LaSalle Pipeline LP
FTS International Services LLC

Great West Trust Company LLC
Halliburton Energy Services
Health Care Service Corporation
Independence Oilfield Chemicals LLC
J. W. Power Company
Moon Lake Electric Association Inc.
Multi Chem Group
Nabors Drilling Solutions
Nabors Drilling Technologies USA Inc.
Patterson UTI Drilling Company LLC
Peak Well Service LLC
Pegasus Optimization Managers LLC
Pioneer Coiled Tubing Services LLC
Power Funding Ltd.
Premier Pipe LLC
Production Facilities Equipment Co. Inc.
Ruby Pipeline L.L.C.
Tetra Production Testing Services LLC
U S Well Services LLC
United Sands and Materials LLC
Weatherford Artificial Lift System LLC

UTILITY PROVIDERS

AT&T, Inc.
Basinwide Dumpsters
Century Link, Inc.
City of Big Lake
Cogent Communications Inc.
Derby Inc.
FiberLight LLC
Frontier Communications
Gexa Energy LP
Granite Telecommunications LLC
Insite Towers LLC
Logix Fiber Networks
MCI, Inc.
Medina Electric
Moon Lake Electric Association, Inc.
OpenText Inc.
Southwest Texas Electric Cooperative Republic
Services
Strata Networks
Upper Country Water Improvement District
Valley Telephone Cooperative, Inc.
Verizon Business
Zayo Group LLC

MAJOR CUSTOMERS

Big West Oil, LLC
Flint Hills Resources, L.P.
Shell Trading US Company

Tesoro Refining & Marketing
Vitol Inc.

COMPETITORS

1776

Abraxas Petroleum Corporation
Altamont Energy
Apache Corporation
Callon Petroleum Company
Carrizo Oil & Gas, Inc.
Chesapeake Energy Corporation
Cheyenne
Concho Resources Inc.
ConocoPhillips
Crescent Point Energy Corp.
Devon Energy Corporation
Earthstone Energy, Inc.
Encana Corporation
EOG Resources, Inc.
Finley
Laredo Petroleum, Inc.
Lonestar Resources US Inc.
Magnolia Oil & Gas Corporation
Marathon Oil Corporation
Matador Resources Company
Murphy Oil Corporation
Noble Energy, Inc.
Parsley Energy, Inc.
PDC Energy, Inc.
Penn Virginia Corporation
Pioneer Natural Resources Company
PT Petroleum LLC
QEP Resources, Inc.
Sanchez Energy Corporation
Sequitur
SilverBow Resources, Inc.
SM Energy Company
Sundance Energy Australia Limited
Texas American Resources
WPX Energy, Inc.
Venado
Verdun

**PARTIES TO LITIGATION OR
POTENTIAL LITIGATION**

A & T Well Service, Inc.
Ace Transportation
Action Industries, Inc.
Adams and Reese LLP
Adams Hoefer Holwadel, LLC
Alamo Operating Company

Alexander M. Crighton, III
Allen & Gooch
Altamont Energy Operating LLC
Amegy Bank Business Credit
American Midstream, LLC
American Petrofina Company of Texas
Anadarko E&P Company, L.P.
Anadarko E&P Onshore LLC
Anadarko OGC Company
Andrews & Springer LLC
ANR Pipeline Co.
Anthony J. Hebert
Apache Corporation
April Russell Greenleaf
Archrock Services, L.P.
Archrock, Inc.
Arnold & Porter LLP
Arrow Trucking Company
Arthur M. Livingston
Assistant Attorneys General Civil
Division/Lands & Natural Resources –
Louisiana
Atlas & Hall, LLP
Atofina Petrochemicals,
Attorney for the Division of Oil, Gas, and
Mining – Utah
Avalon Plantation
Axia Energy II, LLC
Axxis Drilling (Land) Inc.
B B & W, LLC
Baker & Hostetler LLP
Baker Botts L.L.P.
Baker Donelson
Baker Hughes Oilfield Operations, Inc
Baker, Donelson, Bearman, Caldwell &
Berkowitz
Barrasso Usdin Kupperman Freeman & Saver,
LLC
Barry A. Roach
BASF Corporation
Beatty & Wozniak, P.C.
Beck Redden LLP
Bethard & Bethard, LLP
Beverly A. Allen
BHP Billiton Petroleum (KCS Resources), LLC
BHP Billiton Petroleum Properties (N.A.), L.P.
Billy Swift
Blackbrush Oil & Gas, LP
Blackwell & Associates
Blanchard, Walker, O'Quin & Roberts
Border Research Corp.

Bowie & Beresko, APLC
 BP America Production Company
 Bradley Murchison Kelly & Shea, LLC
 Brammer Engineering, Inc.
 Brehm Investment Group Inc.
 Brehm Oil, Inc.
 Broussard & David
 Brownelaw, LLC
 Burlington Resources Oil & Gas Company, LP
 Burns Ranch Enterprises
 Callon Petroleum Operating Company
 Campbell Farm Properties
 Candlewood Resources, LLC
 Carlos Ray Kibodeaux, Jr.
 Carnes Oil Company
 Carnes Texas, Ltd.
 Carrizo Oil & Gas, Inc.
 Carver, Darden, Koretzky, Tessier, Finn,
 Blossman & Areaux, LLC
 Castex Energy, Inc.
 Castle Peak Resources, LLC
 CBAR Investments, L.L.C.
 Charlotte G. Prentice
 Charlotte M. Prentice
 Charnel J. Bailey, Jr.
 Chesapeake Exploration, LLC
 Chesapeake Louisiana, L.P.
 Chesapeake Operating Inc.
 Chevron Midcontinent, L.P.
 Chevron Pipe Line Company
 Chevron U.S.A. Inc.
 Chris Hatfield
 Chris M. Volf
 Clark Hood
 Clements & Clements
 Cleveland Terrazaz PLLC
 Coats/Rose
 Cockrell Oil Corporation
 Columbia Gulf Transmission, LLC
 Conley P. Smith Operating Company
 Conley P. Smith, LLC
 ConocoPhillips Company
 Continental Operating Co.
 Covey Park Gas, LLC
 Craig, Terrill, Hale, & Grantham, L.L.P.
 Crain, Caton & James
 Cristina Tranportes & Turismo Ltda
 Crown Central LLC
 CSF, LLC
 Curry & Friends, PLC
 Dana Thevis Bergeron

Daniel, Williams, Associates, PLLC
 Danos Curole Marine Contractors, Inc.
 David Boone Oilfield Consulting
 David L. Murray
 David M. Culpepper, L.L.C.
 Davidson Summers, APLC
 Davidson, Jones & Summers, APLC
 Davis, Gerald & Cremer
 Dawson & Sodd, LLP
 DCP Operating Company, L.P.
 Dennis R. Clark and Diane D. Clark
 Devon Energy Production Company, L.P.
 Dominion Resources Services, Inc.
 Donato, Minx, Brown & Pool, P.C.
 Doreen Robertson
 Dorothy O. Johnson
 Downer Wilhite, L.L.C.
 Downer, Jones, Marino & Wilhite, L.L.C.
 Drought, Drought & Bobbitt, LLP
 Dual B Inc.
 Dustin Adams
 Dynamic Exploration Partners, LLC
 Edge Petroleum Exploration
 Eduardo Romero, PLLC
 Edward, Stefanski & Zaunbrecher, LLP
 Eland Energy, Inc.
 Elizabeth Smyth Rambin, Esq.
 Enable Oklahoma Intrastate Transmission, LLC
 Energen Resources Corporation
 EnergyQuest II, L.L.C.
 Eric Shupack
 Espinoza Law Firm, PLLC
 Estate of Claralyn Brooks Trickett
 Exxon Mobil Corporation
 ExxonMobil Oil Corporation
 Fadduol, Cluff, Hardy & Conaway P.C.
 Fairfield Industries
 Faulconer 2004 Limited Partnership
 Faulconer Energy Joint Venture – 1990
 Faulconer Energy Limited Partnership
 FBD Securities, Inc.
 Fee, Smith, Sharp & Vitullo, LLP
 Fina Oil and Chemical Company
 Finley Resources, Inc.
 Fishman Haygood, L.L.P.
 Flanagan Partners LLP
 Frances/Francis Ruth Swenson Hughes
 Fred Kleck
 FTS International Services, LLC
 Galloway, Johnson, Tompkins, Burr and Smith
 Gary Production Company

General Electric Company
 George Sutherland
 Geraldine Clayton
 Gieger, Laborde & Laperouse, LLC
 Goodrich Petroleum Company LLC
 Goodrich Petroleum Corporation
 Gordon, Arata, McCollam, Duplantis & Eagan, LLC
 Gordon, Arata, McCollam, Montgomery, Barnett, Duplantis & Eagan, LLC
 Gossett, Harrison, Millican, & Stipanovic P.C.
 Grant Prideco, Inc.
 Greenberg Traurig, LLP
 Greg Lynn Belinger
 Gregory Lynn Belinger
 GSF, LLC
 Gulf Oil Company
 Gulfport Energy Corporation
 H. Russell Davis PC
 Hall-Degravelles, L.L.C.
 Halliburton Company
 Halliburton Energy Services, Inc.
 Halliburton Oil Well Cementing Company
 Hammond, Sills, Adkins & Guice, LLP
 Hargrove, Smelley & Strickland
 Hassell Investments, Inc.
 Hayes, Harkey, Smith & Cascio
 Haynes and Boone, LLP
 Herold & Geneux
 Hess Corporation
 Hilcorp Energy Company
 Hilcorp Energy I, L.P.
 Holland & Hart LLP
 Houston Brothers
 Howard Sherman
 Hunting Energy Services, Inc.
 Hydril Company
 Hydril Company, LP
 Hydril General LLC
 Hydril LLC
 Ichor Exploration, Inc.
 Indigo Minerals LLC
 Inland Scout
 Integrys
 Intracoastal Tubular Services, Inc.
 J&R Valley Oilfield Services Inc.
 J. Phil Haney
 J.H. Sutherland
 Jackson Walker L.L.P.
 James Talbot Rankin
 James Thigpen

James W. Nixon, III, Trustee of the Bigfork Trust II
 Janet Wallace
 Janex Oil Co., Inc.
 Jason Farmer
 Jay A. Greenleaf
 Jenn Energy Services, LLC
 Johanson & Fairless, LLP
 John David Ekstrom
 John Gasink
 John J. O'Neill
 Johnson Gray McNamara, LLC
 Jones Walker LLP
 Jones, Swanson, Huddell & Garrison, L.L.C.
 Joseph Pillaro, Jr.
 Josephson Dunlap Law Firm
 Kane Russell Coleman Locan PC
 KBR, Inc.
 Kean Miller LLP
 Keith E. Patton
 Keith Stutes
 Kelly Hart Pitre
 Kenneth Comary
 Kent, Anderson & Bush, PC
 Kerr-McGee Oil & Gas Onshore LP
 Key Energy Services, LLC
 King Krebs & Jurgens PLLC
 Kuchler Polk Schell Weiner & Richeson, LLC
 Kuchler Polk Weiner, LLC
 Lam Lyn & Philip, P.C.
 Langley, Banack & Butler
 Larry Clayton
 Latonya Judon
 Law Office of Patricia Williams Prewitt
 Lawrence D. Robertson
 Lear & Lear, PLLC
 Leblanc Bland, PLLC
 LeClairRyan PLLC
 Leslie Wm. Adams & Associates
 Lillian Stegeman
 Linder Energy Company
 Liskow & Lewis
 Littler Mendelson, P.C.
 Locke Lord, LLC
 Lonestar Operating, LLC
 Longman Russo APLC
 Loudon Exploration, Inc.
 Loudon Operating Company, LLC
 Louisiana Department of Revenue, State of Louisiana
 Louisiana Land and Exploration Company, LLC

Louisiana Wetlands, LLC
 Luis Tamez
 Mabel Sutherland
 MacDonald & Miller Mineral Legal Services
 PLLC
 Maltzberger/Storey Ranch, LLC
 Marathon Energy Company
 Marquee Corporation
 Marrey Jr
 Martin Timber Company, LLC
 Mary G. Robertson
 Mary H. Campbell
 Matador Resources Company
 Mattos Fiho
 McGinnins, Lochridge & Kilgore, LLP
 McKeachnie Law Offices, P.C.
 McMoRan Oil & Gas LLC
 McWhorter Cobb and Johnston, LP
 Meirowitz & Wasserberg, LLP
 MG+M Law Firm
 Michael Broussard
 Michael Chiles
 Michael M. Carnes
 Midway Exploration, LLC
 Monsanto Company
 Moore & Associates
 Moria "Maria" O. Simonds
 Morrow, Morrow, Ryan, Bassett & Haik
 Mosbacher Energy Company
 Mouldoux, Bland, Legrand & Brackett
 MRC Energy Company
 Munsch Hardt Kopf & Harr, P.C.
 Murphy Exploration & Production Company,
 USA
 Murphy Mahon Keffler & Farrier, L.L.P.
 N.M.L., Inc. of Texas
 Naman, Howell, Smith & Lee, PLLC
 National Oilwell Varco
 Neunerpate
 Nevarez Law Group, PC
 New 90, LLC
 Newfield Exploration Company
 Newfield Exploration Gulf Coast, LLC
 Newfield Production Company
 Nexen Petroleum USA, Inc.
 Nickelson Law PLLC
 OFS
 Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
 Oliver Law Firm
 Onebane Law Firm
 Osborn & Osborn APLC

Osborn, Marsland & Hargrove
 Oscar Javier Silva
 Ottinger Hebert, L.L.C.
 Ouro Preto Oleo e Gas S.A.
 OXY USA, Inc.
 Pacific Enterprises Oil Company (USA)
 Panterra Energy Group, LLC
 Pardee Minerals, LLC
 Patch Energy, LLC
 Patterson Truck Line, Inc.
 Patti Sherman
 PD & MM LLC
 Pearl Sherman
 Perrin, Landry, DeLaunay, Dartez & Ouellet
 Person, Whitworth, Borchers & Morales, L.L.P.
 Petrogulf Corporation
 Petrohawk Energy Corporation
 Petro-Hunt, L.L.C.
 Pharmacia Corporation
 Phelps Dunbar LLP
 Phillip F. Cossich, Jr.
 Pierce & O'Neill LLP
 Pierce Skrabanek, PLLC
 Pierce, Skrabanek, Bruera, PLLC
 Pinata Minerals, Ltd.
 Pine Pasture
 Piping Technology & Products, Inc.
 Placid Oil Company
 Plains Gas Solutions, L.L.C.
 Plauche Smith & Nieset
 Plunkett, Griesenbeck & Mimari, Inc.
 Porter Hedges LLP
 Price Gregory International Inc.
 Priority Artificial Lift Services, LLC
 Priority Energy Services, LLC
 Producing Southeast Inc.
 Pusateri, Barrios, Guillot & Greenbaum, LLC
 PXP Louisiana Operations LLC
 Quiroga Advogados
 R&R Bounds Family Company, LLC
 Ramsey, Skiles & Streva
 Randal L. Menard
 Randazzo Giglio & Bailey LLC
 Raymond K. Livingston
 Rena Paddleford Sherman
 Rene R. Barrientos, Ltd.
 Reynolds Frizzell, LLP
 Ricardo Zubia
 Richard O'Neill
 Richard Burns Clark
 Richard P. de Camara

Rocky Comfort Partnership, Ltd.
 Roedel Parsons Koch Blache Balhoff &
 McCollister
 Roerig, Oliveira & Fisher, LLP
 Royston, Rayzor, Vickery & Williams, LLP
 Russell Greco
 Ruth Elizabeth Middleton
 Sage Energy Company
 Saiber, LLC
 Sanders F. Hearne, Ind. Executor of the
 succession of Guy Brevard Sample and for
 Wells Fargo, Trustee for the Guy Brevard
 Sample Testamentary Trust for Camille Holly
 Sample
 Sandra Stevens Meaney
 Santoyo Moore Wehmeyer P.C.
 Schiffer, Odom, Hicks & Johnson, PLLC
 Schirrmeister Diaz-Arrastia Brem LLP
 Scott D. Brownell, APLC
 Scott Douglas & McConnico, LLP
 Shackelford, Bowen, McKinley & Norton, LLP
 Shane Bagala
 Shell Offshore, Inc.
 Shell Oil Company
 Shoreline Southeast, LLC
 Sibley Petroleum Investment, LLC
 Sico White & Braugh LLP
 Sierra Resources
 Silva Trucking
 Simien & Simien, LLC
 Simon, Peragine, Smith & Redfearn, L.L.P.
 Smith Stag, L.L.C.
 Southern Natural Gas Company, L.L.C.
 Spearhead Services, Inc.
 Squire Patton Boggs LLP
 Staff Weems LLP
 Standard E & S, LLC
 Standard Energy Services
 State of Louisiana
 State of Louisiana, Ex Rel. Jeff Landry,
 Attorney General
 State of Louisiana, through the Department of
 Natural Resources,
 Office of Coastal Management and its
 Secretary, Thomas F. Harris
 State of Louisiana, through the State Mineral &
 Energy Board
 Steptoe & Johnson PLLC
 Stewart Tubular, Inc.
 Stockwell, Sievert, Viccellio, Clements &
 Shaddock, LLP

Stone Energy Corp.
 Stone, Pigman, Walther, Wittmann L.L.C.
 Storey Minerals, Ltd.
 Strong Pipkin Bissell & Ledyard, L.L.P.
 Sulzer & Williams, LLC
 Sun Oil Company
 Superior Silica Sands, LLC
 Susman Godfrey L.L.P.
 Suzanne Carnes
 SWEPI LP
 Taft Stettinius & Hollister LLP
 Talbot Carmoche & Marcello
 Taylor Energy Company, LLC
 Taylor, Porter, Brooks & Phillips L.L.P.
 Tekell, Book, Allen & Morris, L.L.P.
 Tennessee Gas Pipeline Company, L.L.C.
 Terra Mar LTDA
 Texas Petroleum Investment Company
 Texas Production Company
 The Armstrong Corporation
 The Cole Law Firm
 The Delouche Law Firm, L.L.C.
 The Encinitos Ranch
 The Hennessy Law Firm
 The Louisiana Land and Exploration Company
 LLC
 The Martin Law Firm
 The Notzon Law Firm
 The Superior Oil Company
 Thomas C. Rallo
 Thomas Heirs
 Thomas, Soileau, Jackson, Baker and Cole
 Thompson & Knight LLP
 Tiltex 97F, Ltd.
 Total Petrochemicals, USA, Inc.
 Tramonte & Associates
 Transwood Carriers, Inc.
 Transwood Logistics, Inc.
 Trevor Murray
 Trois Energy
 Troy D. Murray
 Underwood, Jones, and Scherrer, PLLC
 Union Oil Company of California
 Utah Attorney General Office, Natural
 Resources Division
 V&A Enterprises, LLC
 VAM PTS
 VAM USA
 Van Winkle & Van Winkle
 Veazey Felder & Renegar
 Veiga Fiho

Veron, Bice, Paelermo & Wilson, L.L.C.
Vidrine & Wimberley
Vinson & Elkins LLP
Wachtell, Lipton, Rosen & Katz
Wagner & Bagot, LLP
Walker Trucking, Inc.
Wall, Bullington & Cook, LLC
Weatherford International, Inc.
Weatherford US LP
WEC Energy
Wells Resources Inc.
Weyerhaeuser Company
White Andrews, LLC
White, Andrews & Shackelford
Wiener, Weiss & Madison
Wildhorse Resources II, LLC
William R. Meaney
Williams Law Office, LLC
Williams, Porter, Day & Neville, P.C.
Winstead PC
XTO Energy Inc.
Yuma Exploration and Production Company,
Inc.
ZB, N.A.

DEBTORS' PROFESSIONALS

Evercore Group LLC
FTI Consulting, Inc.
Prime Clerk LLC
Weil, Gotshal & Manges LLP

**DEBTORS' ORDINARY COURSE
PROFESSIONALS**

Akin Gump Strauss Hauer & Feld LLP
Alvarez and Marsal LLC
Braga Bastos Sampaio
Briggs & Veselka Co.
Buckley & Turner, PLLC
Davis Polk & Wardwell LLP
Dawson & Sodd, LLP
Greenberg Traurig
Hamlin Partners LLC
Holland & Hart LLP
Joele Frank Wilkinson Brimmer Katcher
Kane Russell Coleman & Logan PC
Kean Miller LLP
Kearney, McWilliams & Davis, PLLC
Lam, Lyn & Philip, PC
Latham and Watkins LLP
Liskow & Lewis

MacDonald & Miller Mineral Legal Services,
PLLC
McDowell Hetherington LLP
Michael Pisani & Associates
Munsch Hardt Kopf & Harr, P.C.
Osborn, Marsland & Hargrove
Patrick G. Martin
Porter Hedges LLP
PricewaterhouseCoopers
Scott, Douglass & McConnico LLP
Stancil Co.
Stephen N. Riner
Steptoe & Johnson PLLC
Stoel Rives, LLP
Susman Godfrey L.L.P.
Thompson & Knight LLP
Vinson & Elkins L.L.P.
White & Case LLP

**KNOWN PROFESSIONALS FOR
SECURED/UNSECURED LENDERS**

Houlihan Lokey, Inc.
Intrepid Financial Partners
Mayer Brown LLP
Milbank LLP
Moelis & Company LLC
Morrison & Foerster LLP
Opportune LLP
Paul, Weiss, Rifkind, Wharton & Garrison LLP
PJT Partners LP
Rothschild & Co.
Stroock & Stroock & Lavan LLP
W. D. Von Gonten & Co.

KNOWN COMMITTEE PROFESSIONALS

AlixPartners LLP
Jefferies Group LLC
Stroock & Stroock & Lavan LLP

**BANKRUPTCY JUDGES/CLERK/STAFF
FOR THE SOUTHERN DISTRICT OF
TEXAS**

Chief Judge David R. Jones
Albert Alonzo
Vriana Portillo
Judge Christopher Lopez
Rosario Seldona
Kimberly Picota
Judge Marvin Isgur
LinhThu Do
Tyler Laws

Judge Jeffrey P. Norman
Mario Rios
Tracey Conrad
Judge Eduardo V. Rodriguez
Jeannie Chavez
Ana Castro
David J. Bradley (Clerk of the Court)

**ATTORNEYS/STAFF FOR THE OFFICE
OF THE UNITED STATES TRUSTEE
FOR THE SOUTHERN DISTRICT OF
TEXAS – REGION 7**

Henry G. Hobbs, Jr., US Trustee
Diane Livingstone, Assistant U.S. Trustee
Hector Duran, Trial Attorney
Christine March, Trial Attorney
Stephen Statham, Trial Attorney
Jacqueline Boykin (Legal Data Technician)
Barbara Griffin (Bankruptcy Analyst)
Luci Johnson-Davis (Paralegal Specialist)
Linda Motton (Paralegal Specialist)
Glenn Otto (Bankruptcy Analyst)
Patricia Schmidt (Legal Assistant
(Bankruptcy/OA))
Christy Simmons (Bankruptcy Analyst)
Gwen Smith (Legal Assistant (Bankruptcy/OA))
Clarissa Waxton (Bankruptcy Analyst)

**ATTORNEYS/STAFF FOR THE U.S.
ATTORNEY'S OFFICE
FOR THE SOUTHERN DISTRICT OF
TEXAS**

Ryan K. Patrick

Other Parties-In-Interest Identified by Committee Professionals

Members of the Official Committee of Unsecured Creditors

Antora Peak Capital Management LP
Rene R. Barrientos, Ltd.
Wilmington Savings Fund Society, FSB
Wilmington Trust, N.A.

Other Known Current or Former Holders of Unsecured Notes

AllianceBernstein L.P.
Antora Peak Capital Management LP
Avenue Capital Group
Diameter Capital Partners LP
Nomura Holding America Inc.
Neuberger Berman Group LLC
Paloma Partners Management Company

Parties Filing Notice of Appearance Not Previously Disclosed

Cogent Midstream WesTex, LLC
The University of Texas System
Hughes Springs ISD
TN Dept of Revenue
Dimmit County
C. Clark Webb
Lonestar Prospects, Ltd. d/b/a Vista Proppant & Logistics LLC
Rocky Comfort Mineral Partnership, Ltd.
Tennessee Attorney General's Office
Yoakum ISD

Holders of Notes Listed on the Ad Hoc Group's 2019 Statement [ECF No. 354]

AEGON USA Investment Management, LLC
Angelo, Gordon & Co., L.P.
Arena Capital Advisors, LLC
Artisan Partners Limited Partnership
Capital Research and Management Company
CQS (UK) LLP
DavidsonKempner Capital Management LP
DoubleLine Capital LP
Eaton Vance Management
Boston Management and Research
Fidelity Management & Research Company
The High Yield Desks of J.P. Morgan
Investment Management Inc. and J.P. Morgan Chase, N.A.
Monarch Alternative Capital LP
Pacific Investment Management Company LLC

PPM America, Inc.
Principal Investment Group
Silver Rock Financial LP
Wolverine Flagship Fund Trading Limited

Parties Listed in Evercore's Retention Application [ECF No. 135]

Aegon USA Investment Management, LLC
AIG Specialty
Algebris Investments (UK), LLP
AllianceBernstein, L.P. (U.S.)
Allianz Global Corporate & Specialty
Allianz Global Risks US Insurance
Alvarez and Marsal LLC
American Century Investment Management, Inc.
AON Risk Services Southwest Inc.
APG Asset Management US, Inc.
Apollo Global Management, Inc.
Apollo Capital Management, L.P.
Apollo Global Management, LLC
Apollo Management Holdings, L.P.
Artisan Partners, L.P.
AT&T
Avenue Capital Management II, L.P.
Baker & Hostetler LLP
Baker Hughes
Baker Hughes Oilfield Operations, Inc.
Barclays Capital, Inc.
Barings, LLC
Benefit Street Partners, LLC
BMO Asset Management Inc.
BMO Global Asset Management (U.K.)
BNP Paribas
Brigade Capital Management, L.P.
Brookfield Investment Management, Inc
Calamos Advisors, LLC
Capital Research & Management Company (U.S.)
Castex Energy, Inc.
Century Link
Citibank, N.A.
Cogent Communications Inc.
Columbia Management Investment Advisers, LLC
Comerica Bank
Compass Bank
Credit Suisse Securities (USA), LLC
Credit Suisse Loan Funding LLC
Credit Suisse AG, Cayman Islands Branch

Credit Suisse AG (Asset Management)
 Davidson Kempner Capital Management, L.P.
 Davis Polk & Wardwell LLP
 Deutsche Bank AG New York Branch
 DuPont Capital Management Corporation
 Eaton Vance Management
 Federated Investment Management Company
 Fidelity Management & Research Company
 Frio LaSalle Pipeline LP
 Frontier Communications
 FTI Consulting, Inc.
 FTS International Services LLC
 Goldman Sachs Bank USA
 Goldman Sachs Asset Management, L.P. (U.S.)
 Great West Trust Company LLC
 Guggenheim Partners Investment Management, LLC
 Haynes and Boone, LLP
 Invesco Advisers, Inc.
 J.P. Morgan Chase Bank, N.A.
 J.P. Morgan Investment Management, Inc.
 J.P. Morgan Private Bank Account
 J.P. Morgan Securities, LLC
 Jefferies, LLC
 Jupiter Resources GP LLC
 Latham and Watkins LLP
 Lincoln Life Assurance Co.
 Marathon Oil Corporation
 MCI
 Metlife Investment Advisors, LLC
 Mizuho
 Mizuho Bank, Ltd.
 Morrison & Foerster LLP
 MUFG Bank, Ltd.
 Neuberger Berman Investment Advisers, LLC
 Nomura Corporate Research and Asset Management, Inc. (U.S.)
 Nomura Securities International, Inc.
 Paul, Weiss, Rifkind, Wharton & Garrison LLP
 PineBridge Investments LLC
 Pioneer Contract Services, Inc.
 PPM America, Inc.
 PriceWaterhouseCoopers
 Principal Global Investors, LLC
 Purpose Investments, Inc.
 Putnam Investment Management, LLC
 Riverstone Holdings LLC
 Schroder Investment Management North America, Inc.
 Silver Point Capital, L.P. (U.S.)
 Solar Winds, Inc.

State of Wisconsin Investment Board
 State Street Global Advisors (SSgA)
 Sumitomo Mitsui Banking Corporation
 The Bank of Nova Scotia
 TIAA-CREF Investment Management, LLC
 Toronto Dominion (New York) LLC
 UBS Asset Management (Americas) Inc.
 UBS Securities, Inc.
 UMB Bank, National Association
 USA Compression Partners LLC
 USAA Asset Management Company
 Verizon Business
 Vontobel Asset Management AG (Switzerland)
 Weatherford International, Inc.
 Weil, Gotshal Manges LLP
 Wellington Management Company, LLP
 Wells Capital Management, Inc.
 White & Case LLP
 Wilmington Trust, National Association
 Zayo Group LLC
 Zurich American Insurance Company

Parties Listed on Exhibit 2 to FTI's Retention Application [ECF No. 136]

Access Industries
 ACE American Insurance Company Adams and Reese LLP
 AIG Specialty
 AllianceBernstein, L.P. (U.S.)
 Angelo Gordon & Company, L.P. Aon
 Apache Corporation
 APG Asset Management US, Inc.
 Apollo Capital Management, L.P.
 Apollo Global Management, LLC
 Arch Insurance Company
 Archrock Partners Operating LLC
 Argo Group
 Arnold & Porter LLP
 AT&T
 Avenue Capital Management II, L.P.
 Axis Insurance Company
 Baker & Hostetler LLP
 Baker Botts L.L.P.
 Baker Donelson
 Baker Hughes
 Bank of America, N.A.
 Bank of Montreal
 Barclays Capital, Inc.
 Barings, LLC
 BASF Corporation
 Basic Energy Services Inc.

Beazley Group
 Beck Redden LLP
 Benefit Street Partners, LLC
 Berkley Insurance Company
 Berkley Offshore Underwriting Managers
 BHP Billiton Petroleum Properties (N.A.), L.P.
 Blackbrush Oil & Gas, LP
 Blackstone Group L.P.
 Blue Cross Blue Shield
 BlueBay Asset Management, LLP
 BMO Asset Management Inc.
 BMO Harris Financing, Inc.
 BNP Paribas
 BOKF, NA
 BP America Production Company
 Brigade Capital Management, L.P.
 Calpine Corporation
 Capital One, National Association
 CDM Resource Management LLC
 Chesapeake Energy Corporation
 Chesapeake Exploration, LLC
 Chesapeake Operating Inc.
 Chevron Midcontinent, L.P.
 Chevron U.S.A. Inc.
 Citibank, N.A.
 Citigroup Global Markets, Inc.
 Coats/Rose
 Cogent Communications Inc.
 Comerica Bank
 Concho Resources Inc.
 ConocoPhillips Company
 Craig, Terrill, Hale, & Grantham, L.L.P.
 Credit Suisse AG, Cayman Islands Branch
 Credit Suisse Loan Funding LLC
 Credit Suisse Securities (USA), LLC
 Cross Sound Management
 Davidson Kempner Capital Management, L.P.
 Davis, Gerald & Cremer
 Devon Energy Corporation
 DNOW LP
 DoubleLine Capital, L.P.
 Earthstone Energy, Inc.
 Eaton Vance Management
 Elliott Management Corporation
 Encana Corporation
 Energen Resources Corporation
 EOG Resources, Inc.
 EP Energy
 E&P Company, L.P.
 EP Energy LLC
 Equinor Texas Onshore Prop LLC

Evercore Group LLC
 Exxon Mobil Corporation
 ExxonMobil Oil Corporation
 FBD Securities, Inc.
 Fee, Smith, Sharp & Vitullo, LLP
 Fidelity Management & Research Company
 Flanagan Partners LLP
 Frontier Communications
 FTS International Services LLC
 FTS International Services, LLC
 General Electric Company
 Goldman Sachs Asset Management, L.P. (U.S.)
 Goldman Sachs Bank USA
 Goodrich Petroleum Company LLC
 Grant Prideco, Inc.
 Greenberg Traurig, LLP Halliburton Company
 Halliburton Energy Services
 Halliburton Energy Services, Inc.
 Hartford
 Haynes and Boone, LLP
 Health Care Service Corporation
 Hess Corporation
 Hilcorp Energy Company
 Holland & Hart LLP
 Houlihan Lokey, Inc.
 HSBC Bank PLC
 HSBC Securities (USA), Inc.
 Illinois National Insurance Company
 Indigo Minerals LLC
 J. W. Power Company
 J.P. Morgan Chase Bank, N.A.
 J.P. Morgan Investment Management, Inc.
 Jackson Walker L.L.P.
 Jefferies, LLC
 Johnson Gray McNamara, LLC
 Jones Walker LLP
 J-W Power Company
 KBR, Inc.
 Kean Miller LLP
 Key Energy Services, LLC
 Laredo Petroleum, Inc.
 Liberty Mutual Insurance
 Lincoln Life Assurance Co.
 Liskow & Lewis Littler Mendelson, P.C.
 Lloyd's Bank Plc
 Locke Lord, LLC
 Lonestar Operating, LLC
 Louisiana Land and Exploration Company, LLC
 Marathon Oil Corporation
 Marathon Petroleum
 Mayer Brown LLP

Mellon Bank
 Milbank LLP
 Mizuho Bank, Ltd.
 Moelis & Company LLC
 Monsanto Company
 Morrison & Foerster LLP
 MUFG Bank, Ltd.
 Multi Chem Group
 Munsch Hardt Kopf & Harr, P.C.
 Nabors Drilling Technologies USA Inc.
 National Oilwell Varco
 National Union
 National Union Insurance
 Navigators Insurance Company
 Newfield Exploration Company
 NGL Water Solutions Eagle Ford LLC
 Noble Energy, Inc.
 Nomura Securities International, Inc.
 Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
 OOGC America LLC Opentext Inc.
 OXY USA, Inc.
 Parsley Energy, Inc.
 Patterson UTI Drilling Company LLC
 Paul, Weiss, Rifkind, Wharton & Garrison LLP
 PDC Energy, Inc.
 Pharmacia Corporation Phelps Dunbar LLP
 PIMCO - Pacific Investment Management
 Company
 PineBridge Investments LLC
 Pioneer Natural Resources Company
 Plains Gas Solutions, L.L.C.
 Porter Hedges LLP
 Prime Clerk LLC
 Principal Global Investors, LLC
 QBE Insurance Corporation
 RBC Dominion Securities, Inc.
 Reynolds Frizzell, LLP
 Royal Bank of Canada Saiber, LLC
 Schroder Investment Management North
 America, Inc.
 SG Americas Securities, LLC
 Shell Offshore, Inc.
 Shell Oil Company
 Shell Trading US Company
 Silver Point Capital, L.P. (U.S.)
 SM Energy Company
 Societe Generale
 Squire Patton Boggs LLP
 State of Louisiana
 State of North Dakota
 State of Oklahoma

Statoil Texas Onshore
 Steptoe & Johnson PLLC
 Strong Pipkin Bissell & Ledyard, L.L.P.
 Stroock & Stroock & Lavan LLP
 Sumitomo Mitsui Banking Corporation
 SunTrust Bank
 Susman Godfrey L.L.P.
 SWEPI LP
 Taft Stettinius & Hollister LLP
 Talos Energy Inc. (f/k/a Talos Energy, LLC)
 Tesoro Refining & Marketing
 Tesoro Refining & Marketing Company
 Texas General Land Office
 The Bank of New York Mellon
 The Bank of Nova Scotia
 The Louisiana Land and Exploration Company
 LLC
 Thompson & Knight LLP
 Toronto Dominion (New York) LLC
 Total Petrochemicals, USA, Inc.
 Travelers Casualty and Surety Company of
 America
 Twin City Fire Insurance Company
 Twin Eagle Resource Management, LLC
 U.S. Environmental Protection Agency
 UBS AG-Stamford Branch
 UBS Securities, Inc.
 UMB Bank, National Association
 Union Oil Company of California
 United States Environmental Protection Agency
 United States of America
 Vinson & Elkins LLP
 Vitol, Inc.
 Wachtell, Lipton, Rosen & Katz
 Warner Music Group
 Weatherford International Plc.
 Weatherford International, Inc.
 Weatherford US LP
 Weil, Gotshal Manges LLP
 Wellington Management Company, LLP
 Wells Capital Management, Inc.
 Wells Fargo Securities, LLC
 Wells Fargo, National Bank Association
 Weyerhaeuser Company
 Wilmington Trust Company
 Wilmington Trust, National Association
 Winstead PC
 XL Specialty Insurance Company
 XTO Energy Inc.
 Zayo Group LLC
 Zurich American Insurance Company

Exhibit C

Engagement Letter



October 28, 2019

The Official Committee of Unsecured Creditors
of EP Energy Corporation, et al.

Re: Agreement for Financial Advisory and Consulting Services

Dear Committee Members:

This letter, together with the attached Schedules and General Terms and Conditions, sets forth the agreement ("Agreement") between AlixPartners, LLP ("AlixPartners") and the Official Committee of Unsecured Creditors (the "Committee") of EP Energy Corporation and certain of its affiliates and subsidiaries (the "Company"), for the engagement of AlixPartners to provide financial advisory and consulting services to the Committee with respect to the Company's Chapter 11 reorganization cases currently pending before the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court").

All defined terms shall have the meanings ascribed to them in this letter and in the attached Schedules and General Terms and Conditions. The Committee and AlixPartners are each a "party," and together the "parties."

Objectives and Tasks

AlixPartners will provide advice to and assist the Committee in evaluating and implementing strategic and tactical options through the bankruptcy and restructuring process. A general list of tasks AlixPartners will perform is as follows:

- Review and evaluate the Company's current financial condition, business plans and cash and financial forecasts, and periodically report to the Committee regarding the same.
- Review the Company's cash management, tax sharing and intercompany accounting systems, practices and procedures.
- Review and investigate: (i) related party transactions, including those between the Company and non-debtor subsidiaries and affiliates (including, but not limited to, shared services expenses and tax allocations) and (ii) selected other pre-petition transactions.
- Identify and/or review potential preference payments, fraudulent conveyances and other causes of action that the various Company estates may hold against third parties, including each other.
- Analyze the Company's assets and claims, and assess potential recoveries to the various creditor constituencies under different scenarios, in coordination with the Committee's investment banker and other professionals.
- Support the Committee's investment banker's evaluation of proposed asset sales or other alternative transactions, as required.
- Assist in the development and/or review of the Company's chapter 11 plan and disclosure statement.

AlixPartners

EP Energy Corporation UCC
October 28, 2019
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- Review and evaluate court motions filed or to be filed by the Company or any other parties-in-interest, as appropriate.
- Render expert testimony (including deposition and in-court testimony) and litigation support services, including e-discovery services, as requested from time to time by the Committee and its counsel, regarding any of the matters to which AlixPartners is providing services.
- Attend Committee meetings and court hearings as may be required in the role of advisors to the Committee.
- Assist with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

In addition, the Committee acknowledges and agrees it may be necessary and appropriate for AlixPartners to review certain information with the Company or its advisors for accuracy and validity before submitting its Work Product to the Committee.

Staffing

David MacGreevey will be the managing director responsible for the overall engagement, assisted by a staff of consultants at various levels who have a wide range of skills and abilities related to this type of assignment. In addition, AlixPartners has relationships with, and may periodically use, independent contractors with specialized skills and abilities to assist in this engagement.

We will periodically review the staffing levels to determine the proper mix for this assignment. We will only use the necessary staff required to complete the requested or planned tasks.

Timing and Fees

AlixPartners commenced this engagement on October 26, 2019, subject to Bankruptcy Court approval.

The Company shall compensate AlixPartners for its services, and reimburse AlixPartners for expenses, as set forth on Schedule 1.

AlixPartners acknowledges that its retention and the terms thereof are subject to Bankruptcy Court approval.

Terms and Conditions

The Committee agrees to all the terms of the Agreement, and the Committee agrees to use its best efforts, through the application for retention of AlixPartners, to have the Company provide an indemnification to AlixPartners and its principals, employees, subcontractors, representatives, agents and counsel, as set forth in Section 7 of the General Terms and Conditions. Section 7 of the General Terms and Conditions provides that the Company will indemnify AlixPartners against certain claims, liabilities, losses, expenses and damages

AlixPartners

EP Energy Corporation UCC
October 28, 2019
Page 3 of 10

arising out of or in connection with the engagement of AlixPartners that is the subject of the Agreement.

AlixPartners acknowledges and agrees that, notwithstanding anything contained in this Agreement to the contrary, neither the Committee, its members, nor any of its advisors or professionals, shall be liable for any of the fees, expenses, indemnification or any other amounts payable to AlixPartners under this Agreement.

If these terms meet with your approval, please sign and return a copy of this Agreement.

We look forward to working with you.

Sincerely yours,

ALIXPARTNERS, LLP



David MacGreevey
Managing Director

Acknowledged and Agreed to:

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF EP ENERGY CORPORATION, ET AL.



By: Patrick J. Healy

Title: Senior Vice President and Director of Global Bankruptcy, Debt and Agency Services of Wilmington Savings Fund Society, FSB, solely in its capacity as Chair of the Official Committee of Unsecured Creditors of EP Energy Corporation, et al.

Dated:

On behalf of the Official Committee of Unsecured Creditors of EP Energy Corporation, and certain of its affiliates and subsidiaries



Schedule 1

Fees and Expenses

- Fees:** AlixPartners' fees will be based on the hours spent by AlixPartners personnel at AlixPartners' hourly rates, which are:

Managing Director	US\$990 – US\$1,165
Director	US\$775 – US\$945
Senior Vice President	US\$615 – US\$725
Vice President	US\$440 – US\$600
Consultant	US\$160 – US\$435
Paraprofessional	US\$285 – US\$305

AlixPartners reviews and revises its billing rates on January 1 of each year. Such revised rates shall be provided to the Committee.

- Success Fee:** AlixPartners does not seek a success fee in connection with this engagement.
- Expenses:** In addition to the Fees set forth in this Schedule, the Company shall pay directly, or reimburse AlixPartners upon receipt of periodic billings, for all reasonable out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging and meals.
- Break Fee:** AlixPartners does not seek a break fee in connection with this engagement.
- Payment:** AlixPartners will submit monthly invoices for services rendered and expenses incurred. All invoices shall be due and payable immediately upon receipt, subject to any compensation procedures ordered by the Bankruptcy Court.



Data Protection Schedule

Processing, Personal Data and Data Subjects

In connection with this Agreement, AlixPartners will not be receiving any Personal Data subject to the General Data Protection Regulation ((EU) 2016/679) (the "GDPR") or any applicable legislation implementing any provisions of the GDPR as may be enacted time to time (together the "Data Protection Legislation").

AlixPartners, LLP
General Terms and Conditions

These General Terms and Conditions ("Terms") are incorporated into the Agreement to which these Terms are attached. In case of conflict between the wording in the letter and/or schedule(s) and these Terms, the wording of the letter and/or schedule(s) shall prevail.

Section 1. Committee Responsibilities

The Committee will undertake responsibilities as set forth below:

1. Use all reasonable efforts to cause the Company to provide AlixPartners with (i) reliable and accurate detailed information, materials, and documentation concerning the Company; and (ii) access to management and other representatives of the Company as reasonably requested by AlixPartners.

2. Make decisions and take future actions, as the Committee determines in its sole discretion, on any recommendations made by AlixPartners in connection with this Agreement.

AlixPartners' delivery of the services and the fees charged are dependent on (i) the Committee's timely and effective completion of its responsibilities; and (ii) timely decisions and approvals made by the Committee's management.

Section 2. Billing, Payments and Taxes

Billing and Payments. All payments to be made to AlixPartners shall be due and payable upon delivery of invoice via check or wire transfer to AlixPartners' bank account, as shown on the invoice, subject to compensation procedures entered by the Bankruptcy Court. All amounts invoiced are based on services rendered and expenses incurred to date, and are not contingent upon future services or Work Product (as defined below), or the outcome of any case or matter. "Fees," as used in this Agreement, shall include all amounts payable by the Company to AlixPartners in accordance with Schedule 1, including any success fee or break fee, but excluding reimbursable expenses.

Taxes. AlixPartners' fees are exclusive of taxes or similar charges, which shall be the responsibility of the Company (other than taxes imposed on AlixPartners' income generally). If AlixPartners' fees are subject to any taxes, such as State sales tax, Goods and Services Tax/Harmonized Sales Tax or Value Added Tax, then AlixPartners will include such taxes on its invoices as separate line items.

Section 3. Relationship of the Parties

The parties intend that an independent contractor relationship will be created by the Agreement. As an independent contractor, AlixPartners will have complete and exclusive charge of the management and operation of its business, including hiring and paying the wages and other compensation of all its employees and agents, and paying all bills, expenses and other charges incurred or payable with respect to the operation of its business. AlixPartners will be responsible for all employment, withholding, income and other taxes incurred in connection with the operation and conduct of its business. Nothing in this

Agreement is intended to create, nor shall be deemed or construed to create an agency relationship between AlixPartners and the Committee.

AlixPartners is providing advisory and consulting services only, and will not make decisions for the Committee. While AlixPartners may from time to time suggest options available to the Committee, the ultimate decision as to such options rests with the Committee, and AlixPartners makes no promise or guarantee about the outcome of the Committee's matters.

AlixPartners is not an accounting firm and does not give accounting advice or guidance. While AlixPartners' work may involve analysis of accounting, business and other related records, this engagement does not constitute an audit in accordance with either generally accepted auditing standards or the standards of the Public Company Accounting Oversight Board or any other similar governing body.

AlixPartners is not authorized to practice law or provide legal advice. No services provided under this Agreement are intended to be, nor should be construed to be, legal services.

Section 4. Confidentiality

Each party shall use reasonable efforts, but in no event less effort than it would use to protect its own confidential information, to keep confidential all non-public confidential or proprietary information obtained from the other party during the performance of AlixPartners' services hereunder (the "Confidential Information"), and neither party will disclose any Confidential Information to any other person or entity. "Confidential Information" includes the terms of this Agreement, non-public confidential and proprietary data, plans, reports, schedules, drawings, accounts, records, calculations, specifications, flow sheets, computer programs, source or object codes, results, models or any work product relating to the business of either party or of the Company, its subsidiaries, distributors, affiliates, vendors, customers, employees, contractors and consultants.

The foregoing is not intended to prohibit, nor shall it be construed as prohibiting, AlixPartners from making such disclosures of Confidential Information that AlixPartners reasonably believes are required by law or any regulatory requirement or authority to clear client conflicts. AlixPartners may also disclose Confidential Information to its partners, directors, officers, employees, independent contractors and agents who have a need to know the Confidential Information as it relates to the services being provided under this Agreement, provided AlixPartners is responsible for any breach of these confidentiality obligations by any such parties. AlixPartners may make reasonable disclosures of Confidential Information to third parties, such as the Committee's suppliers and/or vendors, in connection

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with the performance of AlixPartners' obligations and assignments hereunder, provided AlixPartners reasonably believes that such third party is bound by confidentiality obligations. In addition, AlixPartners will have the right to disclose to any person that it provided services to the Committee and a general description of such services, but shall not provide any other information about its involvement with the Committee. The obligations of the parties under this Section 4 shall survive the end of any engagement between the parties for a period of three (3) years.

Work Product (as defined in Section 5) may contain AlixPartners proprietary information or other information that is deemed to be Confidential Information for purposes of this Agreement, and the parties may not want to make public. Therefore, the parties acknowledge and agree that (i) all information (written or oral), including advice and Work Product (as defined in Section 5), generated by AlixPartners in connection with this engagement is intended solely for the benefit and use of the Committee in connection with this Agreement, and (ii) no such information shall be used for any other purpose or disseminated to any third parties, or, quoted or referred to with or without attribution to AlixPartners at any time in any manner or for any purpose without AlixPartners' prior approval (not to be unreasonably withheld or delayed), except as required by law. The Committee may not rely on any draft or interim Work Product.

Section 5. Intellectual Property

All analyses, final reports, presentation materials, and other work product (other than any Engagement Tools, as defined below) that AlixPartners creates or develops specifically for the Committee and delivers to the Committee as part of this engagement (collectively known as "Work Product") shall be owned by the Committee and shall constitute Committee Confidential Information as defined above. AlixPartners may retain copies of the Work Product and any Confidential Information necessary to support the Work Product subject to its confidentiality obligations in this Agreement. In addition, the Committee acknowledges and agrees that before submitting its Work Product to the Committee, it may be necessary and appropriate for AlixPartners to review certain information with the Company or its advisors for accuracy and validity.

All methodologies, processes, techniques, ideas, concepts, know-how, procedures, software, tools, templates, models, utilities and other intellectual property that AlixPartners has created, acquired or developed or will create, acquire or develop (collectively, "Engagement Tools"), are, and shall be, the sole and exclusive property of AlixPartners. The Committee shall not acquire any interest in the Engagement Tools other than a limited, worldwide, perpetual, non-transferable license to use the Engagement Tools to the extent they are contained in the Work Product.

The Committee acknowledges and agrees, except as otherwise set forth in this Agreement, that any Engagement Tools provided to the Committee are

provided "as is" and without any warranty or condition of any kind, express, implied or otherwise, including, implied warranties of merchantability or fitness for a particular purpose.

Section 6. Framework of the Engagement

The Committee acknowledges that it is retaining AlixPartners solely to assist and advise the Committee as described in the Agreement. This engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement.

Section 7. Indemnification and Other Matters

The Committee agrees to use its best efforts, through the application for retention of AlixPartners, to have the Company provide an indemnification to AlixPartners Parties (defined below), whereby:

The Company shall indemnify, hold harmless and defend AlixPartners and its affiliates and its and their partners, directors, officers, employees and agents (collectively, the "AlixPartners Parties") from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Agreement, except to the extent such claims, liabilities, losses, expenses or damages arise from the bad faith, gross negligence or willful misconduct of AlixPartners, as determined by a final non-appealable order of a court of competent jurisdiction. The Company shall pay damages and expenses as incurred, including reasonable legal fees and disbursements of counsel. If, in the opinion of counsel, representing both parties in the matter covered by this indemnification creates a potential conflict of interest, the AlixPartners Parties may engage separate counsel to represent them at the Company's expense.

The Company's indemnification obligations in this Section 7 shall be primary to, and without allocation against, any similar indemnification obligations that AlixPartners may offer to its personnel generally.

AlixPartners is not responsible for any third-party products or services separately procured by the Committee. The Committee's sole and exclusive rights and remedies with respect to any such third party products or services are against the third-party vendor and not against AlixPartners, whether or not AlixPartners is instrumental in procuring such third-party product or service.

Section 8. Governing Law and Arbitration

The Agreement is governed by and shall be construed in accordance with the laws of the State of New York with respect to contracts made and to be performed entirely therein and without regard to choice of law or principles thereof.

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. Each party shall appoint one non-neutral

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arbitrator. The two party arbitrators shall select a third arbitrator. If within 30 days after their appointment the two party arbitrators do not select a third arbitrator, the third arbitrator shall be selected by the American Arbitration Association (AAA). The arbitration shall be conducted in New York, New York under the AAA's Commercial Arbitration Rules, and the arbitrators shall issue a reasoned award. The arbitrators may award costs and attorneys' fees to the prevailing party. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, either party may proceed directly to the Bankruptcy Court to enforce the terms of this Agreement for any claim in connection with (i) the non-payment of Fees or expenses due under this Agreement, or (ii) the non-performance of obligations under Section 7.

In any court proceeding arising out of this Agreement, the parties hereby waive any right to trial by jury.

Section 9. Termination and Survival

The Agreement may be terminated at any time by written notice by one party to the other; provided, however, that notwithstanding such termination AlixPartners will be entitled to any Fees and expenses due under the provisions of the Agreement (for fixed fee engagements, fees will be pro rata based on the amount of time completed). Such payment obligation shall inure to the benefit of any successor or assignee of AlixPartners.

Additionally, unless the Agreement is terminated by the Committee due to AlixPartners' material breach (and such material breach continues after 30 days' written notice thereof and opportunity to cure) AlixPartners shall remain entitled to the success fee(s), if any, that otherwise would be payable during the 12 months after the date of termination of the Agreement.

Sections 2, 4, 5, 7, 8, 9, 10, 11, 12 and 13 of these Terms, the provisions of Schedule 1 and the obligation to pay accrued fees and expenses shall survive the expiration or termination of the Agreement.

Section 10. Limitation of Liability

THE ALIXPARTNERS PARTIES SHALL NOT BE LIABLE TO THE COMMITTEE, THE COMMITTEE MEMBERS, THE COMPANY, OR ANY PARTY ASSERTING CLAIMS ON BEHALF OF THE COMPANY, EXCEPT FOR DIRECT DAMAGES FOUND IN A FINAL DETERMINATION TO BE THE DIRECT RESULT OF THE GROSS NEGLIGENCE, BAD FAITH, SELF-DEALING OR INTENTIONAL MISCONDUCT OF ALIXPARTNERS. THE ALIXPARTNERS PARTIES SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, LOST DATA, REPUTATIONAL DAMAGES, PUNITIVE DAMAGES OR ANY OTHER SIMILAR DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ALIXPARTNERS PARTIES' AGGREGATE LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, IS LIMITED TO THE

AMOUNT OF FEES PAID TO ALIXPARTNERS FOR SERVICES UNDER THIS AGREEMENT (OR IF THE CLAIM ARISES FROM AN ADDENDUM TO THIS AGREEMENT, UNDER THE APPLICABLE ADDENDUM) (THE "LIABILITY CAP"). The Liability Cap is the total limit of the AlixPartners Parties' aggregate liability for any and all claims or demands by anyone pursuant to this Agreement, including liability to the Company, to any other parties hereto, and to any others making claims relating to the work performed by AlixPartners pursuant to this Agreement. Any such claimants shall allocate any amounts payable by the AlixPartners Parties among themselves as appropriate, but if they cannot agree on the allocation it will not affect the enforceability of the Liability Cap. Under no circumstances shall the aggregate of all such allocations or other claims against the AlixPartners Parties pursuant to this Agreement exceed the Liability Cap.

Section 11. General

Equitable Remedies. Each party acknowledges and agrees that money damages alone may not be an adequate remedy for a breach of the Agreement. Each party agrees that the non-breaching party shall have the right to seek a restraining order and/or an injunction for any breach of the Agreement. If any provision of the Agreement is found to be invalid or unenforceable, then it shall be deemed modified or restricted to the extent and in the manner necessary to render the same valid and enforceable.

Severability. If any portion of the Agreement shall be determined to be invalid or unenforceable, the remainder shall be valid and enforceable to the maximum extent possible.

Entire Agreement. This Agreement, including the letter, the Terms and the schedule(s), contains the entire understanding of the parties relating to the services to be rendered by AlixPartners and supersedes any other communications, agreements, understandings, representations, or estimates among the parties (relating to the subject matter hereof) with respect to such services. The Agreement, including the letter, the Terms and the schedule(s), may not be amended or modified in any respect except in a writing signed by the parties. AlixPartners is not responsible for performing any services not specifically described herein or in a subsequent writing signed by the parties.

Related Matters. If an AlixPartners Party is required by applicable law, legal process or government action to produce information or testimony as a witness with respect to this Agreement, the Company shall reimburse AlixPartners for any professional time and expenses (including reasonable external and internal legal costs and e-discovery costs) incurred to respond to the request, except in cases where an AlixPartners Party is a party to the proceeding or the subject of the investigation.

AlixPartners will have the right to obtain independent legal counsel to obtain advice with respect to its services under this engagement. The Company will

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reimburse AlixPartners' for the reasonable fees and expenses of such independent legal counsel.

Joint and Several. If more than one party signs this Agreement, the liability of each party (except for the Committee) shall be joint and several. In addition, in the event more than one entity is included in the definition of Company under this Agreement, the Company shall cause each other entity which is included in the definition of Company to be jointly and severally liable for the Company's liabilities and obligations set forth in this Agreement.

Third-Party Beneficiaries. The AlixPartners Parties shall be third-party beneficiaries with respect to Section 7 hereof.

Notices. All notices required or permitted to be delivered under the Agreement shall be sent, if to AlixPartners, to:

AlixPartners, LLP
2000 Town Center, Suite 2400
Southfield, MI 48075
Attention: General Counsel

and if to the Committee, to its retained counsel. All notices under the Agreement shall be sufficient only if delivered by overnight mail. Any notice shall be deemed to be given only upon actual receipt.

Section 12. Bankruptcy Related Matters

The Committee shall apply promptly to the Bankruptcy Court for approval of the Committee's retention of AlixPartners under the terms of the Agreement. The form of retention application and proposed order shall be reasonably acceptable to AlixPartners. AlixPartners shall have no obligation to provide services unless AlixPartners' retention under the terms of the Agreement is approved by a final order of the Bankruptcy Court reasonably acceptable to AlixPartners. The Committee shall assist, or cause their counsel to assist, with filing, serving and noticing of papers related to AlixPartners' fee and expense matters.

The Committee and AlixPartners agree that the Bankruptcy Court shall have exclusive jurisdiction over any and all matters arising under or in connection with this Agreement.

AlixPartners will have the right to obtain independent legal counsel to obtain advice with respect to its services under this engagement. The Company will reimburse AlixPartners' for the reasonable fees and expenses of such independent legal counsel.

AlixPartners acknowledges that, during the pendency of any Bankruptcy Court approved retention, the indemnification provisions and Liability Cap set forth above may be subject to modification as stated within the Bankruptcy Court's retention order.

If AlixPartners finds it desirable to augment its consulting staff with independent contractors (an "I/C") in this case, (i) AlixPartners will file, and require the I/C to file, 2014 affidavits indicating that the I/C has reviewed the list of the interested parties in this case, disclosing the I/C's relationships, if any, with the interested parties and indicating that the I/C is disinterested; (ii) the I/C must remain disinterested during the time that AlixPartners is involved in providing services on behalf of the Committee; and (iii) the I/C must represent that he/she will not work for other parties in interest in this case during the time AlixPartners is involved in providing services to the Committee. AlixPartners' standard practice is to charge for an I/C's services at the rate equal to the compensation provided by AlixPartners to such I/C.

Section 13. Data Protection

All capitalized terms used in this Section and not otherwise defined in this Agreement shall have the meanings given to them in the General Data Protection Regulation ((EU) 2016/679) (the "GDPR") and all applicable legislation implementing any provisions of the GDPR as may be enacted from time to time (together the "Data Protection Legislation").

The parties acknowledge and agree that, in performing services pursuant to this Agreement, AlixPartners may from time to time be required to Process certain Personal Data on behalf of the Committee. In such cases: (1) the Committee will ensure that it is lawfully permitted to transfer the Personal Data to AlixPartners for the purposes of AlixPartners performing services under this Agreement; and (2) AlixPartners shall (i) act as the Committee's Processor for the purposes of the Data Protection Legislation; (ii) only Process such Personal Data in accordance with the Committee's written instructions (including when making an international transfer of Personal Data) unless required to do so by law; (iii) implement appropriate technical and organisational measures to reasonably protect that Personal Data against unauthorized or unlawful Processing and accidental, unauthorized or unlawful loss, destruction, alteration, damage, disclosure or access; and (iv) obtain commitments from all AlixPartners' personnel who have access to and/or Process such Personal Data to keep such Personal Data confidential.

If AlixPartners is Processing Personal Data relating to individuals located in the EU or otherwise subject to the Data Protection Legislation, (x) AlixPartners and the Committee shall each comply with all relevant provisions of the Data Protection Legislation, and (y) the nature and extent of such Processing shall be set out in the GDPR Data Protection Schedule of this Agreement. AlixPartners shall, in relation to any Personal Data processed by AlixPartners in connection with this Agreement: (1) at the Company's cost, assist the Committee in complying with its obligations as the Controller (or as Processor, as the case may be) of the Personal Data, to respond to requests from Data Subjects exercising their rights set out in Articles 12 to 22 of the GDPR; (2) notify the Committee without undue delay on becoming aware of a Personal Data

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Breach; (3) upon termination or expiration of this Agreement, at the written direction of the Committee either delete or return any Personal Data and any copies thereof to the Committee (except to the extent AlixPartners is required by law to retain such Personal Data, and except for Personal Data located on AlixPartners' disaster recovery or backup systems where it will be destroyed upon the normal expiration of the backup files); and (4) maintain appropriate records to demonstrate compliance with this Section.

AlixPartners is part of an international business, headquartered in the United States of America ("US"). AlixPartners may in the ordinary course of its business, including the performance of the services under this Agreement, transfer Personal Data received outside the US to its US-based affiliates. AlixPartners' US-based affiliates are certified under the EU-US Privacy Shield framework and any transfer of Personal Data from outside the US to its US-based affiliates will be transferred subject to, and in accordance with, the Privacy Shield requirements. AlixPartners' entities located in the EU have also entered into standard data protection clauses (in accordance with Article 46.2 (c) of the GDPR) with their non-EU-based affiliates. The Committee acknowledges and agrees that AlixPartners, as reasonably required for the performance of the services pursuant to this Agreement, be permitted to transfer Personal Data to its affiliates, subject to, and in accordance with, the Privacy Shield requirements and/or the aforementioned standard data protection clauses. Except as allowed above, AlixPartners shall not transfer any Personal Data received in the EU and subject to the Data Protection Legislation outside of the European Economic Area without the prior written consent of the Committee.

The Committee consents to AlixPartners appointing third party Processors of Personal Data under this Agreement. AlixPartners confirms that it will enter into a written agreement with any third-party Processor prior to supplying them with the Personal Data, incorporating terms which are substantially similar to those set forth in this Section. As between the Committee and AlixPartners, AlixPartners shall remain fully liable for all acts or omissions of any third-party Processor appointed by AlixPartners pursuant to this paragraph.